

# 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 7, 2020 - 8:30 AM

#### 1. **PUBLIC COMMENT**

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – – Name of case: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio. MDL 2804).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 a.m.
4. **PLEDGE OF ALLEGIANCE**
  5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  6. **ELECTION OF OFFICERS** - The Board of Supervisors will elect a Chairperson and Vice Chairperson for Calendar 2020.
  7. **PUBLIC COMMENT**
  8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

9. **EMPLOYEE SERVICE RECOGNITION** – The Board of Supervisors will recognize employee service milestones reached during the 2019 Fourth Quarter.

#### **DEPARTMENTAL - PERSONNEL ACTIONS**

10. **County Administrator - Information Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) GIS Analyst exists in Information Services budget, as certified by the Information Services Director, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) GIS Analyst I-IV at Range 68 (\$4,444 - \$5,400) through 79 (\$5,760 - \$7,005).

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

11. **Clerk/Recorder** - Request Board authorize prepayment of half of the printing costs for the March 3, 2020 Presidential Primary Election.
12. **County Administrator - Parks & Recreation** - Request Board approve a request from Allan Johnson to reserve all campsites at Portagee Joe Campground, October 8 through October 11, 2020.
13. **Health & Human Services - EMCC** - Request Board appoint Charles Abbott, representing Olancho Fire Department; Lloyd Wilson, representing Big Pine Fire Department; Judd Symons, representing Symons; Michael Patterson, representing Sierra Life Flight; and Joe Capello, representing Independence Fire Department to unexpired two-year terms on the Emergency Medical Care Committee (EMCC) ending December 31, 2021, as well as appoint Peter Spiers, representing Southern Inyo Hospital and Joseph Dell, representing Bishop Fire Department to two vacant unexpired two-year terms ending December 31, 2020.
14. **Probation** - Request Board approve the contract between the County of Inyo and Inyo Council for the Arts of Bishop, CA for the provision of an after-school music and arts program to youth in an amount not to exceed \$16,200 for the period of January 15, 2020 through August 31, 2020, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Public Works** - Request Board approve Amendment No. 2 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, amending the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
16. **Water Department** - Request Board approve Amendment No. 1 to Owens Valley Groundwater Authority contract with Inyo County for Executive Manager Services, increasing the contract limit amount from \$37,000 to \$46,970 and revising the Scope of Work, and authorize the Chairperson to sign.

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

17. **Health & Human Services - Health/Prevention** - Request Board approve a proclamation declaring January 2020 as Positive Parenting Awareness Month in Inyo County.

18. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for January 9, 2020 in Bishop, CA.
19. **Auditor/Controller** - Request Board ratify and approve a no-cost contract extension, to December 31, 2023, with Hinderliter, de Llama and Associates (HDL) Companies for Sales, Use and Transaction Audit and Information Services.
20. **Public Works** - Request Board ratify and approve the Lease Agreement between the County of Inyo and Shoshone Development for the real property described as Adobe #2, Highway 127, Shoshone, CA, for the initial period of three years, with two one-year options to extend, in an initial amount of \$450.00 for the period of November 1, 2019 through October 31, 2022, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.
21. **Sheriff** - Request Board: A) amend the Fiscal Year 2019-2020 Off Highway Vehicle Grant Budget #623519 as follows: Decrease appropriation in the Equipment Object Code #5650 by \$20,000; decrease the appropriation in the General Operating Object Code #5311 by \$1,500; and increase the appropriation in the Vehicle Object Code #5655 by \$21,500 (*4/5ths vote required*); and B) authorize a purchase order in the amount of \$41,474 payable to Corona Motorsports of Corona, CA for the purchase of two (2) Polaris RZR S 1000.
22. **Health & Human Services** - Request Board ratify and approve the performance contract between Inyo County Behavioral Health and the State of California Department of Health Care Services for the provision of county mental health services for the period of July 1, 2018 through June 30, 2021 and designate the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.
23. **Health & Human Services - Behavioral Health** - Request Board approve Amendment No. 2 to the 2017-2020 Substance Use Disorder Prevention and Treatment Block Grant (SABG) Contract between the County of Inyo and the Department of Health Care Services (DHCS) and authorize the HHS Director to sign two (2) Standard Agreement Amendments (Form STD 213A) and associated documents.

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

24. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

25. **Inyo County Sheriff** - Sheriff's Department and Jail overtime report for November 2019.
26. **California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65) regarding the illegal discharge (or threatened illegal discharge) of hazardous waste on Movie Road, north of Whitney Portal Road, in Lone Pine, CA.

27. **California Fish and Game Commission** - Notice of proposed regulatory action relative to sections 360, 361, 362, 364 and 364.1, Title 14, California Code of Regulations, relating to Mammal hunting season 2020-2021.
  
28. **California Fish and Game Commission** - Notice of proposed regulatory action relative to sections 502 and 507, Title 14, California Code of Regulations, relating to Waterfowl hunting season 2020-2021.



# COUNTY OF INYO

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## PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

### MEMORANDUM

To: Department Heads

From: Sue Dishion, Deputy Personnel Director

Date: December 6, 2019

Re: Employee Service Awards for 4<sup>th</sup> Quarter 2019

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The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, January 7, 2020 at 10:00 am. Please invite your employees to attend and be recognized.

Name	Hire Date	Years of Service	Department Head
Kenneth Bigham	12/04/14	5	Jeff Hollowell
Jennifer Galindo	10/20/09	10	Jeff Hollowell
Javier Nunez-Correa	12/01/04	15	Jeff Hollowell
Larry Freilich	10/16/09	10	Aaron Steinwand
Jerald Zatorski	10/19/99	20	Aaron Steinwand
Brandon Bardonnex	12/01/09	10	Kammi Foote
Breanne Nelums	11/16/04	15	Mike Errante
Samantha Rottner	11/01/99	20	Marilyn Mann



# County of Inyo



## County Administrator - Information Services

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:**

**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 one (1) GIS Analyst exists in Information Services budget, as certified by the Information Services Director, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) GIS Analyst I-IV at Range 68 (\$4,444 - \$5,400) through 79 (\$5,760 - \$7,005).

**SUMMARY/JUSTIFICATION:**

The recently vacated GIS Analyst II position is part of our consolidated GIS support for the County departments. This GIS position provides cadastral mapping services and support to the Assessor, and GIS support for the Emergency Services Manager and other County Departments.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve to fill the vacant GIS Analyst position. This alternative is not recommended, as not filling this position will result in degraded cadastral services and support to the Assessor as well as degraded GIS services to other County departments.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for the GIS Analyst position is budgeted in the Information Services 2019-2020 budget .

**ATTACHMENTS:**

**APPROVALS:**

Scott Armstrong  
Darcy Ellis  
Sue Dishion  
Amy Shepherd  
Scott Armstrong

Created/Initiated - 12/31/2019  
Approved - 1/2/2020  
Approved - 1/2/2020  
Approved - 1/2/2020  
Final Approval - 1/2/2020



# County of Inyo



## Clerk/Recorder

### CONSENT - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board authorize prepayment of half of the printing costs for the March 3, 2020 Presidential Primary Election.

**SUMMARY/JUSTIFICATION:**

ProVoteSolutions Inc. (formerly Sequoia Voting Systems) has been the Sole-Source provider of ballot and election printing needs for Inyo County in excess of ten years. These services include printing Official Ballots, Sample Ballots, Candidate's Statements, translation services, Vote-by-Mail envelopes, Vote-by-Mail Instructions, Precinct kit materials, Election Officer digests and all other election printing needs. Each election cycle, ProVoteSolutions offers a discount to counties on the overall estimated cost of printing election materials. In the past, Inyo county has opted to take advantage of this discount without issue. For the March 3, 2020 Presidential Primary, ProVoteSolutions has offered a 2% discount on the cost of printing election materials, contingent upon prepayment of 1/2 of the estimated total cost. To help reduce the expenses of conducting the election. The Inyo County Elections Office is once again requesting that the Board of Supervisors authorize a prepayment in order to obtain the 2% discount.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board can deny authorization and not realize the discount.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funds are available in the FY 2019/2020 elections budget (011000-5316)



**ATTACHMENTS:**

1. ProVoteSolutions

**APPROVALS:**

Michele Hartshorn	Created/Initiated - 12/13/2019
Darcy Ellis	Approved - 12/13/2019
Michele Hartshorn	Approved - 12/13/2019
Sue Dishion	Approved - 12/16/2019
Amy Shepherd	Approved - 12/16/2019
Marshall Rudolph	Approved - 12/16/2019
Michele Hartshorn	Final Approval - 12/17/2019





90 West Poplar Avenue, Porterville, CA 93257  
 Phone 559 719-2136  
 Fax 559 719-2111

**DECEMBER 2019**

**INVOICE - COST BREAKDOWN**

**BILL TO: INYO COUNTY CLERK RECORDER  
 P. O. DRAWER F  
 INDEPENDENCE, CA 93526-0606  
 Attn: Kammi Foote**

**PRESIDENTIAL PRIMARY ELECTION  
 March 3, 2020**

<b>OFFICIAL IMAGECAST BALLOTS</b>				<b>\$10,895.00</b>
1	Machine Setup	@	\$400.00 /Lot	\$400.00
175	Digital Print / per Precinct/Party	@	\$40.00 /ea BT	\$7,000.00
4,000	Printing Official Ballots -11" Ballot	@	\$280.00 /M	\$1,120.00
8,000	Printing VBM/Mail Ballots -11" Ballot	@	\$280.00 /M	\$2,240.00
1,000	Blank Ballot Paper-8.5 X 11	@	\$135.00 /Lot	\$135.00
<b>PREMARKED TEST DECKS</b>				<b>\$1,814.00</b>
22	Setup: Total Ballot Types / Precincts	@	\$16.00 /ea	\$352.00
3,400	11" Ballot-Complete Standard 2 sets	@	\$0.34 /ea	\$1,156.00
900	11" Ballot-Complete Special 2 sets	@	\$0.34 /ea	\$306.00
<b>INSTRUCTION SHEETS, With I VOTED STICKER</b>				<b>\$890.00</b>
8,000	8-1/2 x 11, 1000, Yellow, 24# bond, folded, 6,000 White 24# bond, folded	@	\$890.00 /Lot	\$890.00
<b>SAMPLE BALLOT BOOKLETS</b>				<b>\$14,757.00</b>
1	Election Setup-Covers	@	\$950.00 /Lot	\$950.00
28	Ballot Type Changes	@	\$100.00 /ea	\$2,800.00
56	Sample Ballot Page Setup	@	\$102.00 /ea	\$5,712.00
4	Candidate Statement Page Setup	@	\$102.00 /ea	\$408.00
8	Measure Page Setup	@	\$102.00 /ea	\$816.00
<b>Electronic Copy Input</b>				
3	1/2 Page CS/Measure Pages	@	\$48.00 /ea	\$144.00
8	Full Page CS/Measure Pages	@	\$43.00 /ea	\$344.00
<b>Misc. Book Charges</b>				
5	Misc Pages	@	\$60.00 /ea	\$300.00
<b>Booklet Run Charges</b>				
10,000	14 Page (7 Part)	@	\$328.30 /M	\$3,283.00

**SUBTOTAL \$28,356.00**



**ProVoteSolutions**  
90 W. Poplar Avenue, Porterville, CA 93257  
tel (800) 232-3981 | fax (800) 233-1557

## LETTER OF INTENT

### ProVoteSolutions

**COUNTY OF:** Inyo

**DATE:** December 1, 2019

**ELECTION OFFICIAL:** Kammi Foote

**PHONE:** 760-878-0220

**MAILING ADDRESS:** P.O. Box F  
Independence, CA 93526-0606

**Upon Completion please sign and fax to: 800 233 1557**

[ ] We want to take advantage of the discount and understand that ProVoteSolutions needs to receive a check for 50% of the estimated printing costs before **January 1, 2019**.

[ ] We wish to decline the **2%** discount offer.

The estimated dollar amount for the costs of production and Election materials from ProVoteSolutions for the March 3, 2020 Election will be **\$28,356** divided by 2 = **\$14,178**. Invoice enclosed if you wish to accept. Remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid. (Please refer to Prepayment Plan)

\_\_\_\_\_  
Authorized Signature (*Required*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Comments/Questions \_\_\_\_\_

\_\_\_\_\_  
**Thank you for your confidence in ProVoteSolutions!**



**ProVoteSolutions**  
90 W. Poplar Avenue, Porterville, CA 93257

Phone 800 232 3981  
Fax 800 233 1557

December 1, 2019

**Description of Prepayment 2% Discount Plan  
March 3, 2020 Primary Election**

ProVote**Solutions** will offer to its Election Printing customers a **2%** Prepayment Discount Plan on your overall election costs for the 2020 Primary Election.

We offer, for your consideration, a **2%** discount plan which is based on prepayment of half of your estimated printing cost for the above election. The prepayment discount will be applied to the final invoice amount. The remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid.

The 2018 Prepayment **2%** Discount Plan details are as follows:

1. Your Sales Representative will supply the dollar amount representing your estimated printing costs for your county.
2. A county wishing to participate in this plan shall submit payment of dollar amount issued on the invoice representing 50% of the estimated printing cost for the County.
3. Payment of invoice must be received before **January 1, 2020** in order for the **2%** discount to be applied on the County's final invoice for the 2018 Primary Election.
4. Following completion and delivery of all election materials by ProVote, an invoice will be issued in the full amount (100%) of the election printing cost. The **2%** discount will be deducted from the printing cost total; freight will not be discounted. Sales tax is based on balance due after discount amount has been applied on the election printing cost.
5. Your prepayment amount will be credited against the final "Invoice Total," which will include applicable sales tax.
6. The remaining balance must be received **no later than 30 days** from the date of the final invoice. If payment is received after the 30-day deadline, then the **2%** discount will be valid only for the amount of the prepayment.
7. Whether participating in **2%** Discount Plan or not please sign Letter of Intent for materials that will be supplied by ProVote**Solutions** and fax information to 800-726-0067

We hope you consider this discount plan. It is our intent and belief that this arrangement will be of significant value for your county. If you expect to pursue this offer, we would appreciate the early receipt of notification of your intention. Please find enclosed a "Letter of Intent" on which your sales representative has your estimated total printing cost to be supplied by ProVote. **Your signature is required.**

INQUIRES: Maria Castillo, Office Manager  
Tel 800 232 3981  
Fax 800 233 1557  
Email [mcastillo@provotesolutions.com](mailto:mcastillo@provotesolutions.com)



# County of Inyo



## County Administrator - Parks & Recreation

### CONSENT - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:**

**SUBJECT:** Request to Reserve Portagee Joe Campground

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**RECOMMENDED ACTION:**

Request Board approve a request from Allan Johnson to reserve all campsites at Portagee Joe Campground, October 8 through October 11, 2020.

**SUMMARY/JUSTIFICATION:**

The Parks and Recreation department has received a request from Mr. Allan Johnson to reserve the entire Portagee Joe Campground from October 8 through October 11, 2020. These dates coincide with the Lone Pine Film Festival. Mr. Johnson and his associates have attended the festival for several years and traditionally have camped at the Portagee Joe Campgrounds. In order to assure that his entire group has a place to stay, he is requesting to reserve the entire campground. Mr. Johnson has reserved the entire campground in the past without issue.

While reserving the entire campground does not happen regularly, it is now addressed in County Code 12.18.030 which requires approval by your Board. In addition Mr. Johnson will be required to pay appropriate fees.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board is under no obligation to grant Mr. Johnson's request to reserve the entire Portagee Joe Campground. If the request is not granted, Mr. Johnson is free to use the conventional reservation system.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Revenues accrue to the Parks and Recreation budget.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott

Created/Initiated - 12/5/2019

Darcy Ellis

Approved - 12/5/2019

Leslie Chapman

Approved - 12/6/2019

Amy Shepherd

Approved - 12/6/2019

Marshall Rudolph

Approved - 12/6/2019

Leslie Chapman

Final Approval - 12/6/2019



# County of Inyo



## Health & Human Services - EMCC

### CONSENT - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:** Marilyn Mann

**SUBJECT:** Appointments to the Emergency Medical Care Committee (EMCC)

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**RECOMMENDED ACTION:**

Request Board appoint Charles Abbott, representing Olancha Fire Department; Lloyd Wilson, representing Big Pine Fire Department; Judd Symons, representing Symons; Michael Patterson, representing Sierra Life Flight; and Joe Capello, representing Independence Fire Department to unexpired two-year terms on the Emergency Medical Care Committee (EMCC) ending December 31, 2021, as well as appoint Peter Spiers, representing Southern Inyo Hospital and Joseph Dell, representing Bishop Fire Department to two vacant unexpired two-year terms ending December 31, 2020.

**SUMMARY/JUSTIFICATION:**

The Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. EMCC is comprised of 13 members: 10 are designated by the member agencies and three at-large members. According to the EMCC by-laws, representatives from the member agencies are required to submit notification of their desire to represent the agency and your Board makes the final appointment.

Currently, EMCC has five memberships that expired December 31, 2019 and two existing vacancies for terms expiring December 31, 2020. The Department has received letters of interest or email confirmations from each of the seven agencies as follows:

<u>Agency Name</u>	<u>Representative Name</u>	<u>Expiration Date</u>
Olancha Fire Department	Charles Abbott	12/31/2021
Big Pine Fire Department	Lloyd Wilson	12/31/2021
Symons	Judd Symons	12/31/2021
Sierra Life Flight	Mike Patterson	12/31/2021
Independence Fire Department	Joe Capello	12/31/2021
Southern Inyo Hospital	Peter Spiers	12/31/2020
Bishop Fire Department	Joe Dell	12/31/2020



The Department respectfully submits the list of names for your Board's consideration along with their letters of interest.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not make these appointments, which would leave continued vacancies on the committee.

**OTHER AGENCY INVOLVEMENT:**

NA

**FINANCING:**

There is no fiscal impact associated with this request.

**ATTACHMENTS:**

1. Agency Representative letters of interest

**APPROVALS:**

Marilyn Mann	Created/Initiated - 12/26/2019
Darcy Ellis	Approved - 12/29/2019
Marilyn Mann	Final Approval - 12/30/2019

## Marilyn Mann

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**From:** Michael Patterson <Michael.Patterson@reachair.com>  
**Sent:** Thursday, December 26, 2019 9:22 AM  
**To:** Marilyn Mann  
**Subject:** EMCC

Good Morning Marilyn,  
Please accept this as my interest in continuing to serve on the EMCC committee for the upcoming term.  
Thanks,  
Mike



Mike Patterson EMT-P, FP-C, CMTE | Regional Director of Service Delivery | Sierra Lifeflight, Reach 58/23 Elko, American Medflight  
Reno / Ely

C 760-784-1520 | O 760-872-2202 | F 760-872-2192 | [Michael.Patterson@REACHair.com](mailto:Michael.Patterson@REACHair.com) | [www.REACHair.com](http://www.REACHair.com)

## Marilyn Mann

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**From:** juddsymons@aol.com  
**Sent:** Thursday, December 26, 2019 8:51 AM  
**To:** Marilyn Mann  
**Subject:** Re: EMCC

Yes, the Symons representative will be Judd Symons.

Sorry for the delay.

Judd Symons

-----Original Message-----

From: Marilyn Mann <[mmann@inyocounty.us](mailto:mmann@inyocounty.us)>  
To: [jsymons@symonsambulance.com](mailto:jsymons@symonsambulance.com) <[jsymons@symonsambulance.com](mailto:jsymons@symonsambulance.com)>; INYO Symons Ambulance \*Judd Symons / Inyo EMCC ([juddsymons@aol.com](mailto:juddsymons@aol.com)) <[juddsymons@aol.com](mailto:juddsymons@aol.com)>  
Sent: Mon, Dec 23, 2019 8:33 am  
Subject: EMCC

Hello Judd,

Your term representing Symons on the EMCC ends 12/31/2019 and I am trying to have the appointments and reappointments before the Board on January 7, 2020. If you will continue to be the representative for the service, can you please respond to this email to confirm that you wish to be the appointed representative. Thank you.

Marilyn Mann  
HHS Director  
Inyo County Dept. of Health and Human Services  
163 May Street  
Bishop, California 93514  
(760) 873-3305  
**Fax (760) 873-6505**  
[mmann@inyocounty.us](mailto:mmann@inyocounty.us)

**Notice of Privacy:** This information is private and confidential and intended solely for the person or persons addressed herein. If you have received this communication in error, immediately notify sender and destroy/delete any copies of this transmission. Thank you for your compliance.



## Marilyn Mann

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**From:** Joe Cappello <ivfdjoe@gmail.com>  
**Sent:** Wednesday, December 11, 2019 11:00 AM  
**To:** Marilyn Mann  
**Subject:** Re: EMCC

Marilyn,  
Please delete my name from "Member at Large" and change it to represent the Independence Volunteer Fire Department.

Phil Ashworth resigned from our Department and he stated he is retiring from the EMT/Fire business.

I already submitted my application when it was due, but let me know if you need another one.

Thanks,

Joe Cappello  
Fire Chief

Independence Volunteer Fire Dept.

Cell: (760) 920-1108

P.O. Drawer B

200 S. Jackson St.

Independence, CA 93536

On Dec 11, 2019, at 09:25, Marilyn Mann <[mmann@inyocounty.us](mailto:mmann@inyocounty.us)> wrote:

Hello Chiefs/EMCC Members,

As most of you know, I have been learning my role with EMCC during the last two years and one of the areas in question has been the membership of EMCC and how it is designated. I requested County Counsel review the By-Laws, specifically Article V, Subsection B as the way I read the article is that there 10 agencies that, by virtue of their professional interest in pre-hospital emergency medical care, should be represented at the EMCC and 3 Members At Large that should be advertised and appointed by the Board of Supervisors. County Counsel has reviewed the document and concurs with the interpretation. The ten agencies identified should be able to just submit a name of the person who is interested in representing the agency for Board appointment without going through the advertising process. In the event the agency has more than one person interested, we can submit the letters of interest from both and the Board can make the appointment based on the information provided. Only the 3 members at large require advertising to fill the positions.

Currently, we have some expiring terms that we need to fill for the 10 core agencies and we have a couple that have two representatives. I am listing the current status so the organizations can forward me direction as to how to proceed:

Organization/Member Status	Name of Appointed Person	Term
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## Marilyn Mann

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**From:** Charles Abbott <c.abbott@cgroxane.com>  
**Sent:** Monday, December 23, 2019 9:14 AM  
**To:** Marilyn Mann  
**Subject:** EMCC

*Fire Chief*

Marilyn,

Sorry I missed your call. Please don't worry about calling me at work, they know that I conduct FD business at work and they huge supports of the FD. If there is ever a time that you need something from me and I am not at my desk (760) 764-1833, please call the main line (760)764-2885 and ask to have me called on the radio.

I will be the representative for the OCFD for the EMCC.

Merry Christmas to you your family and everyone in your office.

Charles Abbott  
Assistant Plant Manager  
C.G. Roxane  
Olancho Ca.  
Phone: (760) 764-2885  
Web: [www.crystalgeyserasw.com](http://www.crystalgeyserasw.com)



### CONFIDENTIAL COMMUNICATION

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**HEALTH & HUMAN SERVICES DEPARTMENT**  
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention

Drawer H, Independence, CA 93526  
Telephone (760) 878-0247 FAX: (760) 878-0266

Or  
163 May St., Bishop, CA 93514  
Telephone (760) 873-3305 FAX: (760) 873-6505

MARILYN MANN, DIRECTOR  
mmann@inyocounty.us

**INYO COUNTY  
EMERGENCY MEDICAL CARE COMMITTEE**

**MEMBERSHIP APPLICATION**

New Members or Reappointed Requests

NAME: Lloyd Wilson

ADDRESS: P.O. Box 125, Big Pine, CA 93513

PHONE: 760-938-2146 E-MAIL: dorothy1loyd39@hotmail.com

AGENCY REPRESENTATION (if any): Big Pine Fire Dept.

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

[Signature] Chief 12-18-19  
Signature Title Date

At large members are requested to briefly state their reasons for seeking membership:

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

County of Inyo



**HEALTH & HUMAN SERVICES DEPARTMENT**  
Aging Services, Behavioral Health, Public Health, Social Services, First 5, Prevention

Drawer H, Independence, CA 93526  
Telephone (760) 878-0247 FAX: (760) 878-0266  
Or  
163 May St., Bishop, CA 93514  
Telephone (760) 873-3305 FAX: (760) 873-6505

MARILYN MANN, DIRECTOR  
mmann@inyocounty.us

**INYO COUNTY  
EMERGENCY MEDICAL CARE COMMITTEE**

**MEMBERSHIP APPLICATION**

New Members or Reappointed Requests

NAME: JOSEPH DELL

ADDRESS: PO Box 1236 Bishop CA 93515 209 w line st

PHONE: 760 784 1449 E-MAIL: jdell@cityofbishop.com

AGENCY REPRESENTATION (if any): City of Bishop / Bishop Rural Fire Protection District

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

	Fire Chief	11/21/19
<b>Signature</b>	<b>Title</b>	<b>Date</b>

At large members are requested to briefly state their reasons for seeking membership:

I have a vested interest in the Inyo County EMS system. As the Bishop Fire Chief, I am actively putting programs into place increase EMS effectiveness and resiliency. With over twenty years of EMS experience, I can bring a lot to the table. Thank you for your consideration.



**HEALTH & HUMAN SERVICES DEPARTMENT**

Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526  
Telephone (760) 878-0247 FAX: (760) 878-0266

Or

163 May St., Bishop, CA 93514  
Telephone (760) 873-3305 FAX: (760) 873-6505

MARILYN MANN, DIRECTOR  
mmann@inyocounty.us

**INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE**

**MEMBERSHIP APPLICATION**

New Members or Reappointment Requests

NAME: Peter J. Spiers

ADDRESS: P.O. Box 1009, 501 E. Locust St., Lone Pine  
CA. 93545

PHONE: 760-876-5501 E-MAIL: pspiers@sihd.org

AGENCY REPRESENTATION (if any): Southern Inyo Healthcare  
District

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

[Signature] CEO 12/20/19  
Signature Title Date

At large members are requested to briefly state their reasons for seeking membership:

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





# County of Inyo



## Probation

### CONSENT - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:** Jeffrey Thomson

**SUBJECT:** Approval of contract with Inyo Council for the Arts Grants in Support Program

---

**RECOMMENDED ACTION:**

Request Board approve the contract between the County of Inyo and Inyo Council for the Arts of Bishop, CA for the provision of an after-school music and arts program to youth in an amount not to exceed \$16,200 for the period of January 15, 2020 through August 31, 2020, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The Probation Department has a great opportunity to partner with the Inyo Council for the Arts (ICA) to provide an after-school music and arts program to youth throughout Inyo County. The program will be administered by ICA, with collaboration and financial support from the Inyo County Probation Department (ICPD). Based on the evidence that arts-based programs serving at-risk populations can be therapeutic in themselves, the program will generally focus on improving academic achievement by providing passionate teaching artists who specialize in working with youth, a safe and comfortable studio space, and thoughtful and engaging lesson plans.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the contract with Inyo Council for the Arts, however this is not recommended as funds have been identified and these types of after-school programs are a great benefit to our area youth.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

This contract would be expended out of the Juvenile Institutions Budget 023100, Professional Services Object Code 5265 and funded from YOBG grant monies and if approved.

**ATTACHMENTS:**

1. FY 19-20 Contract 12-19-19

**APPROVALS:**

Krystal Phillips

Darcy Ellis

Krystal Phillips

Marshall Rudolph

Amy Shepherd

Sue Dishion

Jeffrey Thomson

Created/Initiated - 8/13/2019

Approved - 8/14/2019

Approved - 8/27/2019

Approved - 8/27/2019

Approved - 8/28/2019

Approved - 8/28/2019

Final Approval - 12/19/2019

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND INYO COUNCIL FOR THE ARTS**  
**FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the grant in support of program services of Inyo Council for the Arts of Inyo County (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jeffrey L. Thomson or his designee, whose title is: Chief Probation Officer. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. 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.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from January 15, 2020 to August 31, 2020 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixteen thousand two hundred and no/100 Dollars

(\$ 16,200.00 ) (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.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County 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.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, 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 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://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. 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.

**9. 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.

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (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 thirty (30) days written notice of such intent to cancel to County.

**14. 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. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. 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 or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. 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.

**18. 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.

**19. 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. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. 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.

**21. 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-two (22) (Amendment).

**22. 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.

**23. NOTICE.**

Any notice, 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	
<u>Inyo County Probation Department</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo Council for the Arts</u>	Name
<u>137 South Main Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

**24. 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.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNCIL FOR THE ARTS**  
**FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

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

\_\_\_\_\_  
Print or Type Name

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

**CONTRACTOR**

By: Lynn Cooper  
Signature

LYNN COOPER  
Print or Type Name

Dated: 8-19-19

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Church

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNCIL FOR THE ARTS  
FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM SERVICES**

**TERM:**

**FROM:** January 15, 2020 **TO:** August 31, 2020

**SCOPE OF WORK:**

Exemplary teaching artists from across Inyo County will provide comprehensive, standards-based, fine art, after school classes for Inyo County students. The classes will be offered to all county students, with a focus on at-risk and justice-involved youth. The program will be administered by Inyo Council for the Arts (ICA), with collaboration and financial support from the Inyo County Probation Department (ICPD). Based on the evidence that arts-based programs serving at-risk populations can be therapeutic in themselves, our program will generally focus on improving outcomes such as prosocial behaviors, resilience, problem-solving skills, self-regulation, and academic achievement by providing passionate teaching artists who specialize in working with youth, a safe and comfortable studio space, and thoughtful and engaging lesson plans.

Students will acquire an understanding of the elements and principles of art. Each unit will teach specialized skills, language, and cultural relevance. We will be offering classes that are rarely, if ever, available in our county, giving students opportunities for artistic and personal growth. Our rural location means we enjoy a low student to teacher ratio, allowing assessment of each student's knowledge, talents, and struggles. Teaching artists will mentor each student and provide positive feedback and support.

In a safe, supportive environment, students will enjoy the additional developmental benefits of confidence, patience, collaboration, and personal growth. When the pressure of external factors are eliminated, youth can relax and be confident in ways they may otherwise struggle with, letting them get in touch with what makes them unique. We hope to see this translate into incredible art and a more self-aware, confident, and thoughtful youth.

TOTAL FUNDED COSTS \$ 16,200.00

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNCIL FOR THE ARTS  
FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM SERVICES**

**TERM:**

**FROM:** January 15, 2020      **TO:** August 31, 2020

**SCHEDULE OF FEES:**

1. Funded Activities/Service (Grant-in-Support):

Funded Costs:

a.

- Teaching artists, including payroll taxes and work comp      \$10,000.00
- Materials      \$1,500.00
- Mileage      \$900.00
- Administrative costs - hiring/scheduling/coordination payroll      \$3,800.00

b. List of Activities:

After school art and music classes

TOTAL FUNDED COSTS \$ 16,200.00

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNCIL FOR THE ARTS  
FOR THE PROVISION OF GRANT IN SUPPORT OF PROGRAM **SERVICES****

**TERM:**

**FROM:** January 15, 2020      **TO:** August 31, 2020

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 1**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

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

***Additional Insured Status***

The Entity, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Waiver of Subrogation***

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

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Special Risks or Circumstances***

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



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:**

**SUBJECT:**

Amendment 2 to the Contract with MGE Engineering Inc for engineering services related to the Round Valley Bridge Replacement Project

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, amending the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Your Board approved the design contract with MGE Engineering Inc. on July 10, 2018, for the completion of the North Round Valley Bridge Replacement Project design.

Recent staffing changes at MGE have made it necessary to modify the Schedule of Fees. In order to make these adjustments and future minor modifications, this amendment gives authority to the Director of Public Works to change the approved job classification list in Attachment B to the contract, so long as the changes are not associated with an increase to the contract Not-to-Exceed amount. No changes will be made to the key personnel for the project.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Contract between MGE Engineering Inc and Inyo County approved on July 10, 2018

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the amendment to the contract, this is not recommended since this is a no cost change order

**OTHER AGENCY INVOLVEMENT:**

Project partially funded by California Office of Emergency Services

**FINANCING:**

The cost of the contract are paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). This project is reimbursable at a rate of 75% by the California Office of Emergency Services. There

are no costs associated with this amendment.

**ATTACHMENTS:**

1. Amendment 2 for MGE
2. Amendment 1 for MGE
3. MGE Contract

**APPROVALS:**

Ashley Helms	Created/Initiated - 12/19/2019
Darcy Ellis	Approved - 12/19/2019
Michael Errante	Approved - 12/20/2019
Marshall Rudolph	Approved - 12/20/2019
Amy Shepherd	Approved - 12/20/2019
Michael Errante	Final Approval - 12/20/2019



**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
MGE ENGINEERING INC  
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and MGE Engineering of Sacramento, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Attachment B to the Contract, Schedule of Fee's is amended as described in Attachment B-2 to the Contract.

The effective date of this amendment to the Agreement is January 7, 2020.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
MGE ENGINEERING INC  
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

**ATTACHMENT B-2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
MGE ENGINEERING INC  
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

**TERM:**

**FROM:** July 10, 2018 **TO:** June 30, 2021

**SCHEDULE OF FEES:**

Attachment B: *Schedule of Fees* is herein amended to allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes at MGE. The Director of Public Works may only approve changes to the *Schedule of Fees* that are not associated with an increase to the contract Not-to-Exceed amount.

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
MGE ENGINEERING INC  
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and MGE Engineering of Sacramento, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Section 3D, Limit upon amount payable under Agreement, the first sentence is revised as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$453,288.81 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$453,288.81 (four hundred fifty three thousand, two hundred eighty eight dollars and eighty one cents), hereinafter referred to as "Contract Limit"

2. Attachment A to the Contract, Scope of Work, shall be revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as described in Attachment A-1 to the Contract.
3. Attachment B to the Contract, Schedule of Fee's is amended to include the job classification described in Attachment B-1 to the Contract, and to include the cost proposal for the additional work described in Attachment A-1 to the Contract.

The effective date of this amendment to the Agreement is August 20, 2019.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
MGE ENGINEERING INC  
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

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

**COUNTY OF INYO**

By: 

Dated: 8-29-19

**CONSULTANT**

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


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

APPROVED AS TO FORM AND  
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING  
FORM:



County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
MGE ENGINEERING INC  
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

By: Rahul S. Senthil

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

Dated: 8-28-2019

**APPROVED AS TO FORM AND  
LEGALITY:**

Grace Chackla  
County Counsel

**APPROVED AS TO ACCOUNTING  
FORM:**

[Signature]  
County Auditor

**APPROVED AS TO PERSONNEL  
REQUIREMENTS:**

[Signature]  
Director of Personnel Services

**APPROVED AS TO RISK ASSESSMENT:**

[Signature]  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** MGE Engineering, Inc.  
**FOR THE PROVISION OF** North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Engineering and Design services of MGE Engineering, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

**2. TERM.**

The term of this Agreement shall be from July 10, 2018 to June 30, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From July 01, 2021 through June 30, 2022
- B. From July 01, 2023 through June 30, 2024

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works, Clint Quilter. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 447,568.18 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ 447,568.18 Dollars (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.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant 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 Consultant's when it is anticipated that total annual payments to Consultant 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County. Consultant 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 Consultant 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. Consultant 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. Consultant 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://www.sam.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

#### **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

#### **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

#### **9. STATUS OF CONSULTANT.**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant 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 Consultant:

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

B. Consultant 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 Consultant in fulfillment of this Agreement.

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

#### **10. DEFENSE AND INDEMNIFICATION.**

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**11. RECORDS AND AUDIT.**

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

**16. 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 or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant 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.

**18. CONFLICTS.**

Consultant 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.

**19. POST AGREEMENT COVENANT.**

Consultant 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. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. 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.

**21. 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 Consultant 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-two (22) (Amendment).

**22. 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.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant 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:

<b>County of Inyo:</b>		
<u>Public Works</u>	Department	
<u>P.O. Drawer Q</u>	Address	
<u>Independence, CA</u>	City and State	

<b>Consultant:</b>		
<u>MGE Engineering, Inc.</u>	Name	
<u>7415 Greenhaven Drive, Suite 100</u>	Address	
<u>Sacramento, CA</u>	City and State	

**24. 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** MGE Engineering, Inc.

**FOR THE PROVISION OF** North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

By:   
Signature  
DAN TETHEROFF  
Print or Type Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

Dated: 7-12-18

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

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MGE Engineering, Inc.**

**FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES****

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name


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

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

APPROVED AS TO FORM AND LEGALITY:

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

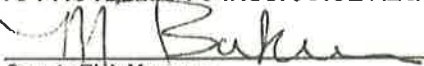
APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND MGE Engineering, Inc.**

**FOR THE PROVISION OF** North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

**TERM:**

**FROM:** July 10, 2018 **TO:** June 30, 2021

**SCOPE OF WORK:**

MGE Engineering, Inc. Of Sacramento, CA will be providing engineering services, including bridge and roadway engineering, environmental, hydrological and hydraulic analysis for the North Round Valley Bridge Replacement. The scope of work is described in detail in the following pages.



## Scope of Work

MGE's proposed *Scope of Work* is based upon experience gained in successfully completing bridge replacement and storm damage repair projects funded through State and Federal programs. The proposed work scope contains the elements described in the RFP. Additional services have been identified where warranted. A detailed project schedule is included with the project understanding to provide the requested timeline for completion of the tasks.

### TASK 0 PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL

#### 0.1 Communication and Coordination

MGE will maintain frequent contact with the County, stakeholders, and task leaders to keep the lines of communication open and to facilitate and ensure successful project delivery. This will include the following:

- Establishment and implementation of a project document/correspondence management and distribution system to assure that information flows between all parties of the Project as intended.
- Regular communication with the County's Contract Manager using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
- Maintenance of a project contact list with names and contact information for all parties involved with the project including users and nearby property owners.
- Development and maintenance of a project document retention system, which will be transferred to the County upon Project completion or contract termination. The system will catalog and retain all significant project correspondence and work products in their native format.

#### 0.2 Meetings

MGE will organize, schedule, and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. MGE will prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the County for review five (5) working days prior to the meeting. The minutes will be distributed to all attendees, non-attendees that were invited, and the County's Contract Manager within five (5) working days after the meeting. The minutes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings in addition to the Project Scoping Meeting/Site Visit are anticipated for this project:

##### 0.2.1 Project Development Team (PDT) Meetings

The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include MGE's Project Manager, consultant task leads as needed, County staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, MGE will facilitate and participate in up to six PDT meetings via teleconference.

##### 0.2.2 Technical Coordination Meetings

MGE will coordinate technical issues with the County, Cal OES and others through meetings and correspondence. MGE will prepare for and facilitate up to two technical meetings via teleconference. MGE will also be available to attend and present information at the County's Board of Supervisors meeting if needed. MGE will prepare special exhibits to illustrate the design concept and project limits at the appropriate design stages.

##### 0.2.3 Community/Property Owner Meetings

MGE will participate in meetings organized by the County to present the need for the project, discuss alternatives and obtain input to evaluate alternatives and select a preferred alternative. These are expected to include community meetings and meetings, if necessary, with individual stakeholders and property owners. For community meetings, MGE will prepare handouts, exhibits, and comment forms for participants.

Following this meeting, MGE will prepare a document summarizing comments received along with detailed responses. The comments document will be provided to the County.

*Deliverables: Meeting Agendas & Minutes*

### 0.3 Project Schedule

To identify and manage the Project critical path, MGE will prepare a detailed project baseline schedule based on a work breakdown structure that will include all tasks of all parties involved in the Project and will take into account agency staff review time. The schedule will include the following information:

- Task dependencies as predecessors and successors;
- Anticipated task durations with beginning and end dates;
- Critical path with milestones; and
- Responsibility and accountability assignments.

A draft schedule will be submitted to the County for review and comments. MGE will update the schedule quarterly to manage/monitor work progress. After acceptance by the County, the approved schedule will be retained as the baseline. An updated schedule will be provided to the County with monthly Progress Reports.

To keep the completion of the project on schedule, MGE will clearly communicate task durations and deadlines to the project team, obtain buy-in from stakeholders regarding review durations, and keep a strong focus on critical path items. MGE will monitor and update the schedule monthly to track critical tasks and prioritize MGE's work effort to ensure that the key milestones are met.

*Deliverables: Base Schedule & Schedule Updates*

### 0.4 Invoices and Progress Reports

MGE will submit a Progress Report with each invoice requesting payment for work to date. The reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues, and budget status.

*Deliverables: Monthly Invoices & Progress Reports*

### 0.5 Quality Control

MGE will develop a detailed Quality Control Plan (QCP) that assigns responsibility and calls out the procedures to be used to ensure that all deliverables (including drafts) are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and back-checked. MGE will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with the scope of work and applicable standards. Transmittals for all deliverables will include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

A quality control/constructability field review will be undertaken by senior MGE staff using the 90% PS&E submittal package. Upon completion of the review, any required adjustments/edits will be incorporated into the Final Design along with addressing the comments received from the County on their review of the 90% PS&E submittal package. Results of the field review and corrective action taken will be documented in a brief report which will be provided to the County.

*Deliverables: Quality Control Plan*

### 0.6 Submittals

All submittals of documents by MGE to the County for review and comment/approval will include six hard copies, a compact disc or DVD which contains an electronic copy of the document in .pdf format. The text of the document will also be provided electronically in Microsoft Word or Excel format as appropriate.

MGE will provide the County a copy of all correspondence to and from other agencies or organizations regarding the project. MGE will copy the County on all correspondence to agencies, companies, or individuals. No correspondence or communication with agencies, companies, or individuals will be instigated by MGE or subconsultants without prior authorization by the County.

Plans submitted by MGE for County review and comment/approval will be plotted or printed on 22" x 34" sheets and all scales shall be graphical. Final plan submittals will be provided on 22" by 34" mylar sheets. Each final plan sheet will be stamped and signed by the responsible professional engineer. Construction drawings will be prepared "true scale" to facilitate their use for construction staking. Coordinate systems of all digital data for plans and drawings will be based on the coordinates/bearings used in the survey control. A compact disc or DVD including the plans in .pdf format shall be provided with each plan set. Final plan set submittals will also include the AutoCAD drawing files on compact disk or DVD.

## **TASK 1 PRELIMINARY ENGINEERING STUDIES AND REPORTS**

### **1.1 Project Scoping Meeting/Site Visit**

MGE, together with selected subconsultants, will attend and prepare minutes of an initial scoping meeting with the County staff, Cal OES representatives, and others as appropriate. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. This initial meeting will help to ensure that everyone on the project team is on the same page and functioning with the same understanding regarding project delivery and execution. Included as part of the scoping meeting will be a site visit to discuss the alternatives identified in the Inspection Memorandum prepared for the project, and identify constraints that need to be considered in the selection and development of the preferred alternative for the project.

*Deliverables: Meeting Agenda & Minutes*

### **1.2 Surveys and Mapping**

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

### **1.3 Hydrology/Hydraulics**

MGE with support from Avila & Associates will complete the needed studies and analyses, and prepare the Bridge Design Hydraulic Study Report.

#### **1.3.1 Data Review and Coordination**

A review of available data, including previous studies provided by the County, will be completed by the Project Team. Key information to review will be the available hydrologic, hydraulic, and operational data for Pine Creek, Caltrans Bridge Inspection Reports, and County maintenance records.

#### **1.3.2 Field Reconnaissance**

A field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project. The field reconnaissance will be conducted on the day of the project scoping meeting.

#### **1.3.3 Hydrologic Analysis**

Preliminary research of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) showed that the project is located within a Zone A floodway. The Project Team will coordinate with the County and US Bureau of Reclamation to confirm the design flows at the Project site.

### **1.3.4 Hydraulic Analysis**

A hydraulic analysis will be completed to determine design flow characteristics for the existing condition and the proposed bridge. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. MGE and Avila will coordinate with the Project Team to obtain the surveyed channel cross sections for building the hydraulic models. The proposed bridge should be designed to meet Federal Highway Administration and the County's freeboard requirements.

### **1.3.5 Bridge Location Hydraulic Study**

A Bridge Location Hydraulic Study will be completed to provide a floodplain risk assessment for the bridge. The Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

*Deliverables: Bridge Location Hydraulic Study Memo (Draft and Final – 2 hard copies and PDF file)*

### **1.3.6 Scour Analysis**

A bridge scour analyses will be completed to determine the scour potential per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. Results of the analysis will include recommendations on the need for scour countermeasures.

### **1.3.7 Bridge Design Hydraulic Study Report**

A Bridge Design Hydraulic Study Report will be prepared to summarize the recommendations and results from the hydraulic and scour analyses. The report will include all the detailed hydraulic model outputs and results from the scour analysis.

*Deliverables: Bridge Design Hydraulic Study Report (Draft and Final – 2 hard copies and PDF file)*

## **1.4 Geotechnical/Foundation Investigation**

The general project area is mapped as Quaternary alluvium deposits. Based on past performance of the channel and existing bridge, scour will pose a significant geotechnical risk to foundations. No known faults cross the project site; however, the area has the potential for high design seismic accelerations. If relatively shallow groundwater is encountered, liquefaction and seismically induced settlement may pose a potential geotechnical risk. Additionally, when liquefaction occurs on sloping ground, or adjacent to a free face (such as canal or river bank), it can cause the overlying soil to shift or spread toward the free face (lateral spreading).

### **1.4.1 Preliminary Foundation Report (PFR)**

Kleinfelder will prepare a PFR for the site to assist in the conceptual planning, type selection, and preliminary engineering process. Log of Test Borings for the existing bridge along with published geologic maps, preliminary project data and site review/reconnaissance will be utilized in the development of the PFR.

#### **Pre-field Activities**

- Obtain an encroachment permit from Inyo County.
- Obtain a Test Well Permit from Inyo County Environmental Health
- Perform site reconnaissance to review project limits, evaluate potential access issues, and mark the exploratory boring locations for required USA utility clearance.
- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

#### **Field Exploration Program**

- Perform exploratory borings at each bridge support. Exploration depths are anticipated to extend to depth of about 70 feet, depending on foundation material type and consistency.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with excavated soil cuttings upon completion.

### **Laboratory Testing Program**

- Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Typical tests include:
- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Modified Proctor, ASTM D1557
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Resistance Value, California Test Method No. 301
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

### **1.4.2 Engineering Analysis and Report Preparation**

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a PFR will be prepared, followed by a final Foundation Report (FR) once all review comments have been received. Both reports will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009). The PFR will provide comments to assist in type selection and preliminary design. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the reports:

- A description of the proposed project
- Discussion of the field and laboratory testing programs
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7
- Foundation recommendations will consider effects of erosion, scour, and degradation from the project hydraulic analysis
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate
- Recommended design and specified tip elevations for pile foundations, if appropriate.
- Recommendations for design of laterally loaded piles, if appropriate
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls
- Comments on the corrosion potential of foundation soil

*Deliverables: Preliminary & Final Foundation Reports (2 hard copies and PDF file)*

### **1.5 Preliminary Engineering Studies**

MGE will complete preliminary bridge and roadway engineering based upon recommendations included in the Inspection Memorandum prepared for the project. The results will be incorporated into a Bridge Type Selection Report. The Report will include a General Plan sheet for the recommended bridge alternative, roadway Layout and Profile sheets. Also included will be an Engineer's preliminary construction cost estimate, evaluation of alternatives, and a recommended alternative. A draft of the Report will be submitted for review and approval by the County. The approved Report will be the basis for the environmental review and final design.

#### **1.5.1 Type Selection Report**

Type Selection Report completion will include, but not be limited, to the following:

- **Alternative Development** - MGE will evaluate multiple alternative bridge configurations/types including associated approach roadway alignment/profile and estimated construction cost for each alternative.
- **Environmental Constraints Analysis** - An environmental constraints analysis will be prepared for each alternative under consideration.
- **Draft Type Selection Report** - MGE will complete a draft Type Selection Report to present design and construction considerations, and bridge alternatives with construction costs to facilitate selection of a preferred project for design and construction. The draft Preliminary Report will include:

General description of the project	Roadway geometry and typical section
Traffic Control	Approach roadways
Right-of-Way (permanent and temporary easements)	Drainage
Utilities	Design Exceptions
Hydraulics requirements	Geotechnical requirements
Construction access	Aesthetic requirements
Bridge railings	Environmental (including fisheries) requirements
Bridge and alignment alternatives, associated costs, and advantages	Project recommendations
Appendices including: Bridge Advance Planning Studies, Alternative Cost Estimates, Photographs, draft Preliminary Foundation Report, draft Bridge Design Hydraulic Study Report, and draft Location Hydraulic Study.	

The draft report will also include an analysis of the programmed funding in comparison to the anticipated costs of the Project and, if necessary, provide a discussion of means to justify the need for and to request additional funding.

MGE will submit the draft Report to the County for review and comment on the selection of a preferred alternative.

- **Final Type Selection Report** - MGE will prepare a final Report that includes the incorporation and/or resolution of all County comments on the draft Report.

*Deliverables: Draft & Final Type Selection Reports (2 hard copies and PDF file)*

### 1.6 Field Review/Early Coordination Meeting

MGE will participate with the County in a Field Review/Early Coordination Meeting with Cal OES and other stakeholders as appropriate. Participants from the MGE team will include the Project Manager, and key engineering members of the team. Prior to the meeting MGE will prepare appropriate exhibits and handouts. Should a preferred alternative remain to be selected, an exhibit will be prepared showing the alternatives under consideration.

*Deliverables: Meeting Agenda & Minutes*

## **TASK 2 ENVIRONMENTAL AND REGULATORY PERMITS**

### 2.1 Prepare Project Description and Identify Project Site Limits

Working with the project team, GEI will accomplish the following activities:

- Define project objectives.
- Provide background statement for a finding of exemption.
- Develop project description/site limits map (i.e., Area of Potential Effect).

GEI will coordinate with MGE to prepare a project description for use in the CEQA notice of exemption and for any regulatory permit applications required for the project. Preliminary site plans and conceptual design drawings will be incorporated into the project description to the extent they are available. In addition to describing the design features of the proposed replacement structure, the project description will identify construction timing, equipment needs, and staging area locations. A brief background and a statement of reason supporting the County's notice of exemption will also be prepared.

Using design details in a CAD (or similar) format, GEI will prepare a site limits or Area of Potential Effect (APE) map that identifies key project features (such as staging areas, scour measure locations, etc.). The site limits or APE map will be used to prepare the Section 106 Technical Report and the Biological Resources Memo necessary to complete the regulatory permit applications (see **Task 2.3** below).

### **Project Coordination, Project Development Team Meetings, QA/QC, and Public Hearing**

In addition to a project kick-off/site visit at the County, our scope includes participation at 3 project development team meetings, and a public meeting or Board of Supervisor meeting to address the environmental impacts of the proposed project.

**Public Workshop:** While not required, GEI staff are available to participate in an optional public workshop to present/discuss the potential environmental impacts of the proposed project with the community. The workshop would be at a location selected by the County/project team. GEI would also be available to provide presentation graphics for the workshop.

### **Deliverables**

- Project Description (and supporting graphics), draft and final: one (1) PDF/Word version file.
- Background Statement, draft and final: 1 PDF/Word file.
- Site Limits (APE Map), draft and final: 1 PDF/Word file.

## **2.2 Prepare CEQA Notice of Exemption**

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Inyo County Board of Supervisors Resolution #2017-15 proclaimed the existence of a local emergency resulting from the run-off potential of near-record snowpack in the Eastern Sierra. With this intent and the subsequent Governor's Proclamation (dated October 27, 2017), the proposed project meets the Statutory Exemption requirements consistent with CEQA Guidelines 15269, as an emergency project. As a statutory exemption, the proposed project is excluded from CEQA consideration as defined by the State Legislature; however, the project must still comply with other state, local or federal laws that may be applicable to the proposed project.

GEI will prepare the notice of exemption using the project description and background statement prepared under **Task 2.1**. The notice will include a finding of the project's exemption, citations to the applicable exemption under CEQA, and a brief statement of reasons supporting the finding of exemption. While not required, the CEQA initial study checklist will also be used to identify the potential for any environmental impacts resulting from the project.

**AB 52 Consultation:** In preparing the cultural resources technical memo, a GEI tribal specialist will contact the Native American Heritage Commission (NAHC) and conduct initial coordination activities (i.e. file review and letters to tribal contacts), after consulting County staff. Based on the outcomes of this initial outreach, GEI is available to assist the County with any additional tribal coordination consistent with AB 52 compliance.

### **Deliverables**

- Statutory Exemption Memo, draft and final: 1 PDF/Word file.
- Initial Study Checklist, draft and final: 1 PDF/Word file.
- AB 52 Coordination.

## **2.3 Prepare and Submit Regulatory Permits**

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### **Task 2.3-1: Prepare Section 106 Technical Report**

Before the field surveys are conducted, existing documentation pertinent to cultural resources within the project area will be reviewed. GEI will conduct a records search for the project area. A GEI architectural historian and a GEI archaeologist will review previously completed environmental documents to establish the extent to which any previous work was conducted within the proposed project area. A limited desktop geoarchaeological study will be included as part of the background research conducted for the project.

review of previous archaeological survey and excavation reports, archaeological site records and formal property listings on file at the Eastern Information Center (EIC) of the California Historical Resources Information System. The collection of existing information on archaeological surveys, excavations and site records and mapped historical data for the project area (and a one-half mile radius) may be supplemented with additional research.

GEI will initiate contact with the Native American Heritage Commission (NAHC), to request a search of the Sacred Lands Files and a list of suitable Native American tribal representatives from the region. GEI will contact each individual/group on the list with a letter and follow-up phone calls to solicit any information or concerns that they might have regarding the project area. Similarly, GEI will contact any appropriate historical societies with knowledge of the area.

GEI's archaeological team, which includes Registered Professional Archeologists (RPAs) who meet the SOI's Professional Qualifications Standards, will conduct a pedestrian survey of areas of ground-disturbance, proposed parking areas, and staging areas.

Within 1 week of completing the archaeological survey, our archaeologists will prepare a brief email detailing the results of the archaeological survey.

A cultural resources survey technical report, combining archaeology and architectural resources, will be prepared under the supervision of a senior archaeologist who meets the SOI Professional Qualifications Standards. The technical report will include a statement of findings and management recommendations for any identified historic resources and the need for monitoring during ground-disturbing activities.

### **Deliverables & Assumptions**

- Email of archaeological survey results.
- Draft Cultural Resources Survey Technical Report: 1 PDF/Word file.
- Final Cultural Resources Survey Technical Report 1 PDF/Word file.
- Field crew will consist of two archaeologists.
- Survey area will be less than 8 acres and will take one day complete.
- No archaeological resources or other significant resources will be identified in the project area.



- Evaluation of the built-environment resources is not anticipated for this project and therefore not included in this scope of work.

### **Task 2.3-2: Prepare Biological Resources Technical Memo**

GEI biologists will review the U.S. Fish and Wildlife Service species list and California Natural Diversity Database, as well as previous environmental reports in the project vicinity (if any) for information on potential occurrence of special-status species in the project area; existing National Wetland Inventory maps; topographic maps and aerial photographs; and soils information (soil survey soil types in Geographic Information System (GIS) format). Following the literature review, a biological resources reconnaissance survey will be conducted. The survey will consist of a one-day site visit to assess and map habitats in the project area and look for special-status species that may be present. Habitat data will be recorded in the field using GPS and will be mapped using GIS for further analysis and planning. The results of the biological resources survey and literature review will be included in a technical memorandum that will be used to support environmental permit applications.

#### **Deliverables & Assumptions**

- Biological Resources Technical Memorandum, draft and final: 1 PDF/Word file.
- After preliminary review of literature and databases on potential occurrence of special-status species in the project area, it is assumed that the project area does not support habitat for federally-listed species. Therefore, biological resources permitting under Section 7 of the Endangered Species Act is not included in the scope of work.
- Field crew will consist of two biologists.
- Survey area will be less than 8 acres and will take one day to complete.

### **Task 2.3-1: Prepare Wetland Delineation Report**

The proposed project activities are anticipated to affect Pine Creek, which is a potential water of the United States subject to regulation under Sections 404 and 401 of the Clean Water Act (CWA) and a water of the State subject to regulation under the Porter-Cologne Water Quality Act. Additional features (e.g., seasonal wetlands, riparian habitat, etc.) that may also be subject to regulation have the potential to occur within the project area and may be affected by project activities. To support planning and permitting of project activities, GEI will conduct a wetland delineation to determine the presence and limits of jurisdictional features (waters of the United States and waters of the State).

GEI will conduct a wetland delineation along Pine Creek consisting of an area 100 feet north and south of the existing bridge and 200 feet upstream and downstream of the bridge. GEI will complete the delineation and prepare a draft and final Wetland Delineation Report for the project, which will include a wetland map showing the exact extent and location of all potentially jurisdictional waters of the United States. This map will be prepared in accordance with U.S. Army Corps of Engineers (USACE) (1987) multi-parameter methodology and 2008 Regional Supplement for the Arid West requirements. The preferred base map for this effort is a recent aerial photograph (minimum scale of 1 inch = 200 feet). The Wetland Delineation Report would also summarize the delineation methodology, existing site conditions, and findings.

Following review of the Wetland Delineation Report by the County, it will be submitted to USACE as part of the CWA Section 404 permit application (see Task 2). If necessary, a GEI wetland biologist will attend a field verification with USACE and make one update to the Wetland Delineation Report based on USACE comments. It is assumed that USACE will issue a preliminary jurisdictional determination based on the Wetland Delineation Report as part of the issued permit process.

#### **Deliverables**

- Wetland Delineation Report, draft and final: 1 PDF/Word file and 1 paper copy.

The deliverable will be provided to the County electronically and one hardcopy of the final report will be submitted to USACE.

#### **Task 2.3-2: USACE Clean Water Act Section 404 Nationwide Permit Package**

It is assumed the proposed project would require a Clean Water Act Section 404 permit to support construction of a new bridge and stabilization of the creek bank around the bridge footprint. GEI assumes the project activities would qualify for authorization under USACE Nationwide Permit (NWP) No. 14 (Linear Transportation Projects). NWP No. 14 authorizes activities associated with construction, expansion, modification, or improvement of linear transportation projects within waters of the United States. USACE verification of authorization under NWPs requires submittal of a pre-construction notification (PCN) package. GEI will prepare and submit a pre-construction notification package to USACE, Los Angeles District. The PCN package will include, but is not limited to, a complete project description; assessors' parcel numbers; project schedule; at least 30% design drawings (in AutoCAD or GIS); calculations of the volume of materials to be excavated from waters of the U.S.; plans showing the project staging areas, access roads, and spoil and dewatering areas; and a description of construction methods.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with USACE will be conducted following submittal of the PCN packages.

#### **Deliverables & Assumptions**

- One Clean Water Act Section 404 PCN Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to USACE.

#### **Task 2.3-3: RWQCB Section 401 Water Quality Certification Application**

By federal law, those seeking a federal permit (i.e., CWA Section 404) must submit an application to RWQCB for a Water Quality Certification (WQC) in accordance with CWA Section 401. As part of the WQC application package, GEI will calculate impacts to waters of the United States and State, calculate the WQC application fee which is based on the Dredge and Fill Fee Calculator, and describe the construction techniques and methods to minimize or avoid excessive erosion, turbidity, and other adverse water quality effects. CEQA must be completed prior to RWQCB issuing a WQC. It is assumed that the WQC application fee will be paid by the County.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with RWQCB will be conducted following submittal of the WQC application package.

#### **Deliverables & Assumptions**

- One Clean Water Act Section 401 Application, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to the RWQCB.

#### **Task 2.3-4: California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement**

All diversions, obstruction, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake in California is subject to the regulatory approval of CDFW, pursuant to Section 1602 of the California

Fish and Game Code. An applicant must submit a notification to CDFW for a streambed alteration for any project that may result in an impact to a river, stream, or lake or associated riparian habitat. A notification is required for both direct impacts and indirect impacts. Because the proposed project is assumed to result in some work to repair and restore the condition of Pine Creek around the bridge location, GEI will submit a complete notification package to the CDFW Inland Desert Region (No. 6). The notification package will include completion of Form FG 2023, payment of the filing fee (GEI will calculate the fee and it is assumed the County will pay for the processing fee), quantification of riparian trees and vegetation to be removed as part of the project, and other supporting information from the Section 404 and WQC applications. CEQA must be completed prior to CDFW issuing a Streambed Alteration Agreement.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with CDFW will be conducted following submittal of the notification package.

### **Deliverables & Assumptions**

- One CDFW Section 1602 Notification Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to CDFW.

### **TASK 3 60% PLANS, SPECIFICATIONS, AND ESTIMATES**

Upon obtaining environmental clearance for the project, MGE will prepare the complete 60% PS&E (unchecked details) package for review by the County. Completion of the 60% PS&E will include completion of the following subtasks:

#### **3.1 Bridge Design**

MGE will complete the design calculations for the new structure in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids, and Memos to Designers. The design will be based on the current AASHTO LRFD Bridge Design Specifications with Interims and Caltrans amendments as well as the 2015 Standard Plans. The design will incorporate recommendations from the Design Hydraulics Study Report and the Bridge Foundation Report. A full set of detailed bridge plans will be prepared, including, as necessary; General Plan, General Notes and Deck Contours, Foundation Plan, Abutment Layout, Abutment Details, Typical Section, Girder Layout & Reinforcement, Rock Slope Protection Details, Miscellaneous Details, and Log of Test Borings sheets.

#### **3.2 Approach Roadway and Civil Design**

MGE will complete the approach roadway design, traffic control, and associated civil design details in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Manual of Uniform Traffic Control Devices (MUTCD) and Caltrans Highway Design Manual. A full set of detailed approach roadway and civil plans will be prepared including, as necessary; Title Sheet, Typical Cross Sections, Layout, Plan and Profile, Construction Details, Traffic Control Plan and Detour, and Erosion Control Plan sheets.

#### **3.3 Contract Item List and Draft Special Provisions**

MGE will develop a contract item list and prepare draft special provisions required for construction of the project using the Caltrans 2015 Standard Special Provisions (SSP's).

#### **3.4 Construction Quantities and Cost Estimate**

MGE will calculate construction quantities in accordance with standard Caltrans practice and specifications, and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by the County or included in the latest Caltrans Cost Data.

#### **3.5 Quality Control/Constructability Review**

MGE will perform a quality control and constructability review of the draft 60% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

### 3.6 60% PS&E Submittal

MGE will submit the 60% plans, draft special provisions, and construction cost estimate for County review and comment. At the time of submittal MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

*Deliverables: Plans, Special Provisions & Cost Estimate (2 hard copies and PDF file)*

### 3.7 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting to discuss review comments from County staff and others as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. It is anticipated the meeting will be a teleconference. MGE will incorporate into the 90% design such reasonable changes as the County deems appropriate as a result of County's review processes and impact of the budget or engineer's estimate.

*Deliverables: Meeting Minutes*

### 3.8 Final Determination of Right-of-Way Needs

MGE will develop drawings showing needed right-of-way takes and easements, both temporary and permanent. It is not anticipated that acquisition of additional right-of-way will be required other than temporary construction easements. The drawings will incorporate any changes resulting from the 60% PS&E review by the County. Included on the drawings will be ties to survey control established for the project. Also shown on the drawings will be temporary construction staging areas necessary to facilitate construction of the project.

*Deliverables: Temporary Construction Easement Maps (hard copies and PDF file)*

## **TASK 4 90% PLANS, SPECIFICATIONS, AND ESTIMATES**

MGE will prepare a 100% complete PS&E package as the 90% PS&E submittal for review by the County. This submittal will include revisions based on comments from the County. Completion of the 90% PS&E submittal package will include completion of the following subtasks:

### 4.1 Review and Respond to County Review Comments

MGE will review and respond to all County review comments with regard to the 60% submittal. All comments will be resolved through discussions with the County prior to preparing the 90% PS&E submittal package.

### 4.2 Design Coordination Meeting

MGE will meet with County staff to discuss environmental mitigation measures, permit requirements, and comments from the public and that will need to be addressed during completion of the final design, and agree upon the schedule for completion of the final design.

### 4.3 Bridge Design

MGE will prepare 100% complete bridge design details and calculations considering the results of the Independent Design Check (IDC) and the County's review comments.

### 4.4 Independent Design Check (IDC)

As part of the preparation of the 100% bridge design, an experienced bridge design engineer from MGE not otherwise involved in the design of the project will complete an IDC of the bridge plans in accordance with Caltrans standard practice.

### 4.5 Approach Roadway and Civil Design

MGE will prepare the 100% complete approach roadway design and associated civil plans considering the County's review comments.

#### 4.6 Utility Conflict Plans

Utility Conflict Plans (UCP) showing needed utility relocations, if any, will be provided to the County for distribution to utility agencies/owners. No utility facilities were noted on the existing bridge. Where possible the project design will incorporate accommodations for future utility relocations.

#### 4.7 90% Special Provisions

MGE will finalize the contract item list and update the draft edited special provisions for the project using the Caltrans 2015 Standard Special Provisions (SSP's) for incorporation into the final bid documents. This task also includes editing and combining the standard County construction contract provisions (provided by the County) with the edited SSP's to produce a complete draft bid document for County review.

#### 4.8 Construction Quantities and Cost Estimate

MGE will prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 90% construction cost estimate for the project.

#### 4.9 Quality Control Review

MGE will perform a quality control review of the 90% plans, specifications, and construction cost estimate. Results of this review will be transmitted to the responsible engineers involved for resolution and corrections prior to submittal to the County of the 90% PS&E.

#### 4.10 90% PS&E Submittal

MGE will compile the 90% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for review and comment. The IDC Report and quantity calculations will also be submitted for County review. At the time of submittal, MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

*Deliverables: Plans, Special Provisions, Cost Estimate, IDC Report, & Quantity Calculations (2 hard copies and PDF files)*

#### 4.11 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting (via teleconference) to discuss review comments from County staff and other agencies as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. Upon the request of County, MGE will incorporate into the subsequent design such reasonable changes as County deems appropriate as a result of County's review processes.

*Deliverables: Meeting Minutes*

### TASK 5 FINAL PLANS, SPECIFICATIONS, AND ESTIMATES FOR ADVERTISEMENT.

#### 5.1 Review and Respond to County Comments

MGE will review and respond to all County comments with regard to the 90% Plans, Specifications, and Estimates submitted for final review. All comments will be resolved through discussions with the County prior to preparing the final PS&E for Advertisement.

#### 5.2 Final Plans, Specifications and Estimate

MGE will incorporate into the final plans, specifications and estimate all changes required resulting for the County review. In addition changes required to address regulatory permit requirements will be incorporated into the final plans and special provisions.

#### 5.3 Final Plans, Specifications and Estimate Submittal

MGE will compile the final PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for approval. The final PS&E submittal deliverables will include the following:

- Half-size and full-size plans including electronic files used to generate the plans formatted for the current version of AutoCAD, as well as a .pdf version.
- Design and independent design check calculations stamped and signed by the responsible Professional Engineers.
- Reproduction ready contract Special Provisions, Notice To Contractors, Proposal and Contract, including electronic MSWord and .pdf files.
- Final construction quantity and check quantity calculation books
- Final construction cost estimate
- Anticipated construction schedule
- Resident Engineer's File prepared in accordance with Caltrans guidelines including 4-Scale deck contour plots.

*All electronic files will be submitted on DVD.*

## TASK 6 DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

### 6.1 Bidding Phase Support

MGE will prepare and submit to the County for review and approval any addenda deemed necessary. An electronic copy of addenda items will be furnished to County. MGE will also provide the following services to the County during the bidding of the project:

- Provide information and assistance to the County in answering questions from bidders as required
- Provide assistance with necessary plan changes to issue as addendums during the bidding period
- Attendance at pre-bid conference
- Review bids for accuracy, compliance with Contract Documents and provide recommendation for award
- Assist County in evaluating the bids received to identify and explain significant differences, if any, between Consultant's engineer's estimate and the low bid.

### 6.2 Design Support during Project Construction

MGE will provide the following services to the County upon request during project construction:

- Provide consultation and interpretation of contract plans and specifications
- Assist with preparation of contract change orders
- Provide written responses to Contractor's Request for Information (RFI)
- Attend pre-construction meeting
- Review falsework plans, shop plans, and other required submittals
- Review and approve or disapprove all contractor submittals for project. For disapproved submittals, provide an explanation of deficiencies
- Participate in site visits as requested

MGE will, upon request of the County, prepare "As-Built" Record Drawings following completion of construction of the project based upon marked up plans furnished by the County showing any changes made during construction.

## TASK 7 (OPTIONAL) RIGHT-OF-WAY

### 7.1 Appraisal (Optional Subtask)

---

Bender Rosenthal Inc. (BRI) will prepare an appraisal for the temporary construction easement needed to complete the construction of the project. The appraisal will be developed in compliance with USPAP standards. This task will also include an independent review appraisal to comply with Caltrans and FHWA policies.

### 7.2 Acquisition (Optional Subtask)

---

BRI will prepare the necessary documents, conduct negotiations with the property owner, and provide escrow support and file close out for the acquisition work. This task assumes that a Preliminary Title Report is not needed as permanent rights are not being transferred.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** MGE Engineering, Inc.

**FOR THE PROVISION OF** North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

**TERM:**

**FROM:** July 10, 2018 **TO:** June 30, 2021

**SCHEDULE OF FEES:**

Consultant shall be compensated at the rates shown in the MGE Engineering, Inc. of Sacramento, California Cost Proposal Sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to preform all work deccribed in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.



**EXHIBIT B** Page 1 OF 3

Note: Mark-ups are Not Allowed  
 Consultant \_\_\_\_\_ X Prime Consultant \_\_\_\_\_ Subconsultant \_\_\_\_\_ 2nd Tier Subconsultant \_\_\_\_\_  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ MGE Engineering, Inc. \_\_\_\_\_ Date 6/1/2018 \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Robert Sennett	298	\$86.00	\$25,628.00
Supervising Civil Engineer	Stephen Hawkins	67	\$66.00	\$4,422.00
Senior Bridge Engineer (Design)	Wesley Sennett	466	\$53.00	\$24,698.00
Senior Civil Engineer (H&H & C)	Brad Reichel	294	\$50.00	\$14,700.00
Senior Bridge Engineer (IDC)	Diane Wang	118	\$62.00	\$7,316.00
Senior Bridge Engineer (QC & Constructability Review)	Joe Seimers	24	\$62.00	\$1,488.00
CAD Technician	Staff	406	\$40.00	\$16,240.00
Administrative Assistant	Staff	136	\$28.00	\$3,808.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$98,300.00  
 b) Anticipated Salary Increases \$3,390.96  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$101,690.96

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 45.00%) e) Total Fringe Benefits [(c) x (d)] \$45,760.93  
 f) Overhead (Rate: 125.00%) g) Overhead [(c) x (f)] \$127,113.70  
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$172,874.63

**FIXED FEE** 10.00% **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$27,456.56

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1600	Miles	\$ 0.545	\$ 872.00
Special Deliveries	6	Each	\$ 25.00	\$ 150.00
Reproduction	LS	N/A	N/A	\$ 550.00
			\$	\$
			\$	\$

**l) TOTAL OTHER DIRECT COSTS** \$ 1,572.00

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Avila & Associates	\$ 3,493.17
GEI	\$ 71,417.02
Kleinfelder	\$ 42,699.76
ROAnderson	\$ 13,064.09
Bender Rosenthal	\$ 13,300.00
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b>\$ 143,974.04</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$145,546.04

**TOTAL COST [(c) + (j) + (k) + (n)]** \$447,568.18

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT B** Page 2 of 3

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal \$98,300.00	Total Hours per Cost Proposal 1809	=	Avg Hourly Rate \$54.34	5 Year Contract Duration Year 1 Avg Hourly Rate
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**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.34	+	3.5%	=	\$56.24	Year 2 Avg Hourly Rate
Year 2	\$56.24	+	3.5%	=	\$58.21	Year 3 Avg Hourly Rate
Year 3	\$58.21	+	3.5%	=	\$60.25	Year 4 Avg Hourly Rate
Year 4	\$60.25	+	3.5%	=	\$62.36	Year 5 Avg Hourly Rate
Year 5	\$62.36	+	3.5%	=	\$64.54	Year 6 Avg Hourly Rate
Year 6	\$64.54	+	3.5%	=	\$66.80	Year 7 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	18.00%	*	1809.0	=	325.6	Estimated Hours Year 1
Year 2	66.00%	*	1809.0	=	1193.9	Estimated Hours Year 2
Year 3	16.00%	*	1809.0	=	289.4	Estimated Hours Year 3
Year 4	0.00%	*	1809.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1809.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	1809.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	1809.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$54.34	*	325.6	=	\$17,694.00	Estimated Hours Year 1
Year 2	\$56.24	*	1193.9	=	\$67,148.73	Estimated Hours Year 2
Year 3	\$58.21	*	289.4	=	\$16,848.23	Estimated Hours Year 3
Year 4	\$60.25	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$62.36	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$64.54	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$101,690.96	
	Direct Labor Subtotal before Escalation			=	\$98,300.00	
	Estimated total of Direct Labor Salary Increase			=	<b>\$3,390.96</b>	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Robert Sennett Title \*: Vice President  
Signature :  Date of Certification (mm/dd/yyyy): 4/23/2018  
Email: rsennett@mgeeng.com Phone Number: 916-421-1000  
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prime Consultant for Engineering Services for North Round Valley Road Bridge (No. 48C0044) over Pine Creek



6.1	Bidding Phase Support	2	2						4	\$ 902.88							\$ 902.88
6.2	Design Support During Construction	40	16	60	8			16	4	144	\$ 26,219.16						\$ 26,219.16
	<b>Task Total Hours</b>	<b>42</b>	<b>18</b>	<b>60</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>4</b>	<b>148</b>	<b>\$ 27,122.04</b>						<b>\$ 27,122.04</b>
<b>TASK 7</b>	<b>Right-of-Way (Optional Task)</b>																
7.1	Appraisal										\$ -						\$ 7,150.00
7.2	Acquisition										\$ -						\$ 6,150.00
	<b>Optional Task Total Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,300.00</b>
	<b>Contract Total Hours</b>	<b>298</b>	<b>67</b>	<b>466</b>	<b>294</b>	<b>118</b>	<b>24</b>	<b>406</b>	<b>136</b>	<b>1,809</b>	<b>\$ 291,951.00</b>	<b>\$ 3,493.17</b>	<b>\$ 71,417.02</b>	<b>\$ 42,699.76</b>	<b>\$ 13,064.09</b>	<b>\$ 13,300.00</b>	<b>\$ 435,925.04</b>
	<b>Anticipated Salary Increases</b>										\$ 10,071.14						\$ 10,071.14
	<b>ODC</b>										\$ 1,572.00						\$ 1,572.00
	<b>Grand Total</b>										<b>\$ 303,594.14</b>	<b>\$ 3,493.17</b>	<b>\$ 71,417.02</b>	<b>\$ 42,699.76</b>	<b>\$ 13,064.09</b>	<b>\$ 13,300.00</b>	<b>\$ 447,568.18</b>



## EXHIBIT B

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$1,658.28	20	=	\$82.91	

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)**

	Avg Hourly Rate		Proposed Escalation		Avg Hourly Rate	
Year 1	\$82.91	+	3.00%	=	\$85.40	Year 2 Avg Hourly Rate
Year 2	\$85.40	+	3.00%	=	\$87.96	Year 3 Avg Hourly Rate
Year 3	\$87.96	+	3.00%	=	\$90.60	Year 4 Avg Hourly Rate
Year 4	\$90.60	+	3.00%	=	\$93.32	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	20.0	=	20.0	Estimated Hours Year 1
Year 2	0.00%	*	20.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	20.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	20.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	20.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	20.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$82.91	*	20.0	=	\$1,658.28	Estimated Hours Year 1
Year 2	\$85.40	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$87.96	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$90.60	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$93.32	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$1,658.28	
	Direct Labor Subtotal before Escalation			=	\$1,658.28	
	Estimated total of Direct Labor Salary			=	\$0.00	Transfer to Page 1

**NOTES:**

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

## EXHIBIT B

### **Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

### **Prime Consultant or Subconsultant Certifying:**

Name: Catherine M.C. Avila Title\*: President  
Signature:  Date of Certification (mm/dd/yyyy) 4/22/2018  
Email: [cavila@avilaassociates](mailto:cavila@avilaassociates) Phone Number: 925-673-0549  
Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Hydrology, Hydraulics and Scour Analysis



## EXHIBIT B

**Note: Mark-ups are Not Allowed**

	<b>Prime Consultant</b>	<b>Subconsultant</b>	<b>2nd Tier Subconsultant</b>
	<b>GEI Consultants Inc.</b>		
Project No. <u>North Round Valley Road Bridge</u>	Contract No. <u>Inyo County #156</u>	Date <u>6/1/2018</u>	

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Professional	Ray Weiss	50	\$62.80	\$3,140.00
Senior Archaeologist	Denise Jurich	24	\$59.88	\$1,437.12
Senior Wildlife Biologist	Kelly Fitzgerald-Holland	2	\$54.28	\$108.56
Regulatory Specialist	Sarah Norris	160	\$55.68	\$8,908.80
Staff Biologist	Devin Barry	14	\$30.96	\$433.44
Staff Biologist / GIS	Brook Constantz	100	\$23.48	\$2,348.00
Senior Historian	Madeline Bowen	4	\$46.80	\$187.20
Project Archaeologist	Jesse Martinez	58	\$43.28	\$2,510.24
Architectural Historian	Patricia Ambacher	36	\$39.44	\$1,419.84
Document Specialist	Charisse Case	14	\$35.24	\$493.36
Graphic Artist	Maria Pascoal	14	\$41.48	\$580.72

476

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$21,567.28
b) Anticipated Salary Increases (see page 2 for calculation)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$21,567.28</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>92.52%</u> )	e) Total Fringe Benefits [(c) x (d)]	\$19,954.05
f) Overhead and G&A (Rate: <u>102.19%</u> )	g) Overhead [(c) x (f)]	\$22,039.60
h) General and Administrative (Rate: <u>0.00%</u> )	i) Gen & Admin [(c) x (h)]	\$0.00
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>		<b>\$41,993.65</b>

<b>FIXED FEE</b> 10.00%	<b>k) TOTAL FIXED FEE [(c) + (j)] x (q)]</b>	<b>\$6,356.09</b>
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**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Cultural Resources Records Search	1		\$900	\$ 900.00
Document Production Costs		1.00	\$400	\$ 400.00
Mailing	40	5.00	\$200	\$ 200.00
			\$	\$
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 1,500.00</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

	\$
	\$
	\$
	\$
	\$
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b>\$</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$1,500.00**

**TOTAL COST [(c) + (j) + (k) + (n)]** **\$71,417.02**

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

**January 2018**

- ~~1. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.~~
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
  3. Anticipated salary increases calculation (page 2) must accompany.

## EXHIBIT B

### 1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$21,567.28	476	=	\$45.31	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.31	+	3.5%	=	\$46.90	Year 2 Avg Hourly Rate
Year 2	\$46.90	+	3.5%	=	\$48.54	Year 3 Avg Hourly Rate
Year 3	\$48.54	+	3.5%	=	\$50.24	Year 4 Avg Hourly Rate
Year 4	\$50.24	+	3.5%	=	\$51.99	Year 5 Avg Hourly Rate
Year 5	\$51.99	+	3.5%	=	\$53.81	Year 6 Avg Hourly Rate
Year 6	\$53.81	+	3.5%	=	\$55.70	Year 7 Avg Hourly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	476.0	=	476.0	Estimated Hours Year 1
Year 2	0.00%	*	476.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	476.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	476.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	476.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	476.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	476.0	

### 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$45.31	*	476.0	=	\$21,567.28	Estimated Hours Year 1
Year 2	\$46.90	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$48.54	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$50.24	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$51.99	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$53.81	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$21,567.28	
	Direct Labor Subtotal before Escalation			=	\$21,567.28	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

#### NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Phil Dunn Title \*: Vice President  
Signature: *Phillip L. Dunn* Date of Certification (mm/dd/yyyy): 6/12/2018  
Email: [pdunn@geiconsultants.com](mailto:pdunn@geiconsultants.com) Phone Number: (916) 631-4500  
Address: 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:





**Certification of Direct Costs:**

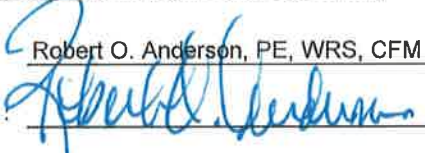
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Robert O. Anderson, PE, WRS, CFM Title \*: President and Principal  
Signature:  Date of Certification (mm/dd/yyyy): 04/23/18  
Email: [randerson@roanderson.com](mailto:randerson@roanderson.com) Phone Number: 775.782.2322  
Address: 1603 Esmeralda Avenue, Minden, NV 89423

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MGE Engineering, Inc.**

**FOR THE PROVISION OF** North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

**TERM:**

**FROM:** July 10, 2018 **TO:** June 30, 2021

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

The Consultant / subconsultants shall be compensated at the rates shown on Attachment B: Mileage Costs.



**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MGE Engineering, Inc.**

**FOR THE PROVISION OF** North Round Valley Bridge over Pine Creek Engineering and Design **SERVICES**

**TERM:**

**FROM:** July 10, 2018 **TO:** June 30, 2021

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

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:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **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 **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance 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)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

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

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

1. **The Entity, 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 and CG 20 37 forms if later revisions used).

### *Other Insurance Provisions*

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

#### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, 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 the Entity.**

#### **Waiver of Subrogation**

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity 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 the Entity has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### **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.**
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 the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> Mandy Guo <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>FAX (A/C, No):</b> 510-452-2193 <b>E-MAIL ADDRESS:</b> mguo@dealeyrenton.com														
<b>INSURED</b> MGEENGINE MGE Engineering, Inc. 7415 Greenhaven Drive Sacramento CA 95831	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Travelers Property Casualty Co of Ameri</td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER B :</b> Travelers Indemnity Co. of Connecticut</td> <td style="text-align: center;">25682</td> </tr> <tr> <td><b>INSURER C :</b> American Automobile Ins. Co.</td> <td style="text-align: center;">21849</td> </tr> <tr> <td><b>INSURER D :</b> U.S. Specialty Insurance Company</td> <td style="text-align: center;">29599</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Travelers Property Casualty Co of Ameri	25674	<b>INSURER B :</b> Travelers Indemnity Co. of Connecticut	25682	<b>INSURER C :</b> American Automobile Ins. Co.	21849	<b>INSURER D :</b> U.S. Specialty Insurance Company	29599	<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>															

**COVERAGES      CERTIFICATE NUMBER: 667305352      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6804H513922	11/15/2017	11/15/2018	EACH OCCURRENCE      \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 1,000,000 MED EXP (Any one person)      \$ 10,000 PERSONAL & ADV INJURY      \$ 1,000,000 GENERAL AGGREGATE      \$ 2,000,000 PRODUCTS - COMP/OP AGG      \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA6124L670	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident)      \$ 1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP7684Y826	11/15/2017	11/15/2018	EACH OCCURRENCE      \$ 5,000,000 AGGREGATE      \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SCW0031741801	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE      \$ 1,000,000 E.L. DISEASE - POLICY LIMIT      \$ 1,000,000
D	Professional Liability			USS1828381	1/28/2018	1/28/2019	\$2,000,000 \$2,000,000      per Claim Annual Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Contract #146.1, Road Bridge and Walker Creek Road Bridge Replacements, North Round Valley Road Bridge over Pine Creek project - Inyo County, its officers, officials, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached.

<b>CERTIFICATE HOLDER</b>  Inyo County Department of Public Works Attn: Kathryn Paterson 168 N. Edwards Independence CA 93526	<b>CANCELLATION 30 Day Notice of Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** MGE Engineering, Inc.  
**Endorsement Effective Date:** 11/15/2017

**SCHEDULE**

**Name Of Person(s) Or Organization(s):** Re: Contract #146.1, Road Bridge and Walker Creek Road Bridge Replacements, North Round Valley Road Bridge over Pine Creek project - Inyo County, its officers, officials, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

## **ATTACHMENT E**

There is no Attachment E



# County of Inyo



## Water Department

### CONSENT - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:** Water Department

**SUBJECT:** Amendment #1 to Agreement between OVGA and Inyo County for Executive Manager Services.

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to Owens Valley Groundwater Authority contract with Inyo County for Executive Manager Services, increasing the contract limit amount from \$37,000 to \$46,970 and revising the Scope of Work, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The OVGA's original contract with Inyo County for staff services included an expectation that Dr. Bob Harrington (ret.) would engage with the OVGA to provide local expertise to the consultant drafting the groundwater sustainability plan (GSP). Dr. Harrington subsequently declined to enter into that agreement. Thus, the need for additional Water Department staff services is recommended for the OVGA as it prepares the GSP.

In 2020 we expect the additional staff member to provide routine assistance to address questions from OVGA members and the consultant, to conduct field visits, and for data retrieval and explanation. It is expected that ICWD staff will continue to assist the OVGA with Tasks 2-5 of the amended scope of work albeit at a lower level of involvement than previously contemplated before Dr. Harrington joined TEAM Engineering, subcontractor for the GSP consultant.

Staff recommends amending the Executive Manager contract to include hydrologic services from Inyo County Water Department. The OVGA would benefit from having a hydrologist with local expertise available to address questions and provide technical information to Members and the consultant in a timely manner.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could decide not to expand the scope of services to the OVGA. Not amending the contract could interfere with or cause temporary delays in developing the GSP or addressing questions or requests from OVGA members.

**OTHER AGENCY INVOLVEMENT:**

Owens Valley Groundwater Authority

**FINANCING:**

**ATTACHMENTS:**

1. OVGA.ExecManager.ContractAmendment1
2. Existing OVGA-INYO Staff Services Agreement

**APPROVALS:**

John Vallejo	Created/Initiated - 12/23/2019
Darcy Ellis	Approved - 12/29/2019
Sue Dishion	Approved - 12/30/2019
Amy Shepherd	Approved - 12/30/2019
Aaron Steinwand	Approved - 12/30/2019
Darcy Ellis	Approved - 1/2/2020
John Vallejo	New -

AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND THE COUNTY OF INYO  
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as “OVGA”) and the County of Inyo (hereinafter referred to as “Contractor”), entered into an Agreement for the Provision of Executive Manager Services dated April 18, 2019 (the “Agreement”).

WHEREAS, the Agreement provides that it’s “scope of work is reduced consistent with the extent of the overlapping technical duties performed by another provider (e.g. Dr. Bob Harrington) pursuant to an agreement between said provider and the OVGA, or any similar agreement(s). Should such duties not be performed by another provider, Contractor may reopen this Agreement to negotiate the additional compensation required to provide those services”; and

WHEREAS, Dr. Harrington declined to enter into a separate agreement to provide such services and, therefore, Inyo County Water Department staff intends to provide those services; and

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity; and

WHEREAS, the OVGA and Contractor do desire and consent to amend such Agreement as set forth below.

OVGA and Contractor hereby amend such Agreement as follows:

- I. Paragraph 3.D shall be amended to increase the contract limit amount from \$37,000 to \$46,970.
- II. Attachment A is amended to add the following items to the scope of work:
  - Address questions from OVGA members and the consultant. Remain informed regarding the hydrologic information and rationale included in the GSP. Conduct field visits and retrieve data in a timely manner upon request.
  - Advise OVGA and GSP consultant concerning local groundwater management, data availability, existing analytical tools, Owens Valley hydrology and hydrogeology, and other technical matters that may arise in the preparation of the GSP.
  - Assist the OVGA and GSP consultant preparing the basin hydrogeologic conceptual model, describing groundwater conditions, developing basin water budget, developing management areas.
  - Assist OVGA and GSP consultant in developing monitoring networks, sustainable management criteria, including sustainability goals, undesirable results, minimum thresholds, measurable objectives, implementation projects, and management actions. These are the components of a GSP that potentially affect groundwater users, either by requiring users to report information to the OVGA, or by imposing sustainable management criteria that limit use of groundwater. Assist in developing sustainability criteria that meet SGMA’s requirements while minimizing impacts on groundwater users.

[CONTINUED ON NEXT PAGE]

The Agreement is unchanged in all other respects.

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

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

**OVGA**

**INYO COUNTY**

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

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

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

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

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

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
OVGA Counsel

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

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7<sup>th</sup> day of May 2019 an order was duly made and entered as follows:

*County*  
*Counsel/Water*  
*Dept. – OVGA*  
*Service Contracts*

Water Director Dr. Aaron Steinwand presented for ratification two contracts to provide services to the Owens Valley Groundwater Authority: one for the Water Director and Administrative Assistant to provide Executive Manager services and the other for County Counsel to provide legal services. Moved by Supervisor Totheroh and seconded by Supervisor Tillemans to: A) ratify and approve a contract to provide Executive Manager services to the Owens Valley Groundwater Authority in an amount not to exceed \$37,000 annually beginning April 1, 2019 and continuing until terminated by any party with 30 days' written notice to the other party; B) ratify and approve a contract to provide legal services to the Owens Valley Groundwater Authority in an amount not to exceed \$1,500 per month beginning April 1, 2019 and continuing until terminated by any party with 30 days' written notice to the other party; and C) authorize the Chairperson to sign both documents. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of May, 2019

<i>Routing</i>
CC X Purchasing Personnel Auditor CAO Other: Water Dept. DATE: May 13, 2019



*CLINT G. QUILTER*  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

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

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND THE COUNTY OF INYO  
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

**INTRODUCTION**

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the Executive Manager services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the OVGA, upon the OVGA's request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the OVGA to the Contractor to perform under this Agreement will be made by OVGA Board, and shall be directed to Aaron Steinwand on behalf of the Contractor (or such other individual as the Contractor may designate from time to time). The parties agree that Aaron Steinwand (or such other individual as may be designated by the Contractor) shall be the titular Executive Manager for any purposes where it is necessary for an individual person to act as the Executive Manager in order to perform the services and work set forth in Attachment **A**. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the OVGA's need for such services. The OVGA 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 OVGA under this Agreement. OVGA by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if OVGA should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the OVGA's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

The OVGA Board of Directors may, at the beginning of each fiscal year, conduct performance reviews of the Contractor, its staff, and the work and services it has provided the OVGA during the prior fiscal year

**2. TERM.**

Effective as of April 1, 2019, Contractor shall provide services to OVGA through the Inyo County Water Department when and if requested by OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

**3. CONSIDERATION.**

A. Compensation. Services and work set forth in Attachment **A** shall be billed on an hourly basis according to the rates established in Attachment **C** up to the annual limit specified in Section 3.D., which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2019, and every July 1<sup>st</sup> thereafter, the Contractor and the OVGA may review and discuss whether an adjustment to said compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on



a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. Invoices shall contain descriptions of work performed and time spent.

B. Travel and per diem. OVGA shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by OVGA under this Agreement. Contractor shall request approval by the OVGA prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to OVGA Executive Manager. Travel and Per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment B). OVGA reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment B, or which are incurred by the Contractor without the prior approval of the OVGA.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the OVGA to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$37,000 (hereinafter referred to as "contract limit"). OVGA expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the OVGA, once a quarter, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the OVGA's request. This statement will be submitted to the OVGA not later than 30 days following the end of the quarter. The statement to be submitted will cover the period from the first (1st) day of the preceding quarter through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the OVGA will also include an itemization of any travel or per diem expenses, which have been approved in advance by OVGA, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the OVGA's accounting procedures and rules. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days, but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

For billing purposes, the first quarter of this agreement shall begin January 1, 2019, notwithstanding any related work performed by Contractor prior to the effective date of this Agreement.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, OVGA will not withhold any federal or state income taxes or social security from any payments made by OVGA to Contractor under the terms and conditions of this Agreement.

(2) [RESERVED]

(3) Except as set forth above, OVGA has no obligation to withhold any taxes or payments from sums paid by OVGA to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. OVGA has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by OVGA to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

#### 4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange its own schedule, but will coordinate with OVGA to ensure that all services and work requested by OVGA under this Agreement will be performed within the time frame set forth by OVGA.

## **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement 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 OVGA. Contractor will provide OVGA, 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 OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, OVGA reserves the right to make such determinations for purposes of this Agreement.

B. 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://www.sam.gov>.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. OVGA is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. OVGA PROPERTY.**

A. Personal Property of OVGA. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by OVGA pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of OVGA. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the OVGA. At the termination of the Agreement, Contractor will convey possession and title to all such properties to OVGA. Notwithstanding the above, Contractor will retain a non-exclusive license to use copies of any such property.

## **8. RESERVED**

## 9. INSURANCE.

The Contractor, at the Contractor's own expense, shall purchase and maintain the following minimum insurance coverages with companies duly licensed to do business in the State of California with policies and forms satisfactory to OVGA. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted.

- Commercial/Comprehensive General Liability (mandatory): at least \$1,000,000 per occurrence, \$2,000,000 aggregate, with OVGA as an additional insured
- Commercial/Business Automobile Liability (including Owned, Scheduled, Non-Owned, or Hired): combined single limit of not less than \$500,000 per occurrence
- Workers' Compensation: at least \$1,000,000 per occurrence, as required by law.
- Employer's Liability: \$1,000,000 per occurrence.

## 10. 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 the OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the Contractor is to be considered an employee of the OVGA. It is understood by both Contractor and the OVGA 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 OVGA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to OVGA'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 OVGA.

## 11. DEFENSE AND INDEMNIFICATION.

Each party (Contractor and OVGA) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Acquisition and maintenance of insurance does not in any way limit liability pursuant to the indemnification stated in this section.

## 12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

Owens Valley Groundwater Authority  
(Independent Contractor)

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of OVGA shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which OVGA determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, OVGA has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by OVGA without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. In the event of any such cancellation, OVGA will pay to Contractor all amounts owing to Contractor for work satisfactorily performed up to the date of cancellation. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to OVGA.

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by OVGA in a timely manner, or fails in any way as required to conduct the work and services as required by OVGA, OVGA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, OVGA will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. 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 OVGA. If a disclosure is required by law, Contractor shall first give OVGA reasonable notice of the intended disclosure sufficient to allow the OVGA to take any action that may be available to prevent the disclosure. Any disclosure of confidential information that Contractor is not required by law to disclose, that Contractor discloses without the OVGA'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.

**19. CONFLICTS.**

Contractor shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them related to the scope of this Agreement, and Contractor shall endeavor to avoid providing any services under this Agreement that would create a conflict.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the OVGA in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the OVGA, or who has been an adverse party in litigation with the OVGA, and concerning such, Contractor by virtue of this Agreement has gained access to the OVGA's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of OVGA 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, OVGA 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-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or OVGA 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:

**OVGA:**

<u>INYO COUNTY WATER DEPARTMENT</u> <u>ATTN: OVGA Executive Manager</u> <u>P.O. Box 337</u> <u>Independence, CA 93526</u>	With a copy to: <u>MONO COUNTY ADMINISTRATIVE OFFICER</u> <u>74 N. School Street</u> <u>PO Box 696</u> <u>Bridgeport, CA 93517</u>
--	--

**Contractor:**

COUNTY OF INYO ADMINISTRATIVE OFFICER Name  
PO Drawer N Street  
Independence, CA 93526 City and State

**25. ENTIRE AGREEMENT.**

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

**26. COUNTERPARTS.**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF April 18, 2019.

**OVGA**

By: 

Fred Stump

Type or Print Name

Dated: 4/18/19

**INYO COUNTY**

By: 

Rick Pucci

Type or Print Name

Dated: 5-7-2019

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
OVGA Counsel

APPROVED AS TO FORM AND LEGALITY:

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

## ATTACHMENT A

### AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES

#### SCOPE OF WORK:

The scope of work set forth below recites the powers and duties from the OVGA joint powers agreement. This scope of work is reduced consistent with the extent of the overlapping technical duties performed by another provider (e.g. Dr. Bob Harrington) pursuant to an agreement between said provider and the OVGA, or any similar agreement(s). Should such duties not be performed by another provider, Contractor may reopen this Agreement to negotiate the additional compensation required to provide those services.

EXECUTIVE MANAGER POWERS and DUTIES. Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager are:

1. Consistent with Article II Section 4.1 of the OVGA joint powers agreement, to lead and coordinate the development of a GSP for the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.
2. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.
3. To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.
4. To formulate and present to the Board of Directors plans for facilities and/or services within the Authority and the means to finance them.
5. To supervise the planning, acquisition, construction, maintenance, and operation of the facilities and/or services of the Authority.
6. To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.
7. On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors and each of the Members a proposed budget for the upcoming fiscal year the annual report and the GSA's annual report.
8. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.
9. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.
10. To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND THE COUNTY OF INYO  
FOR THE PROVISION OF EXECUTIVE MANAGER SERVICES**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

- **Lodging and Meals:**
  - Per diem payments for lodging and meals is available only for travel outside of Inyo and Mono Counties and is subject to pre-approval of the OVGA Board absent unusual circumstances.
  - The amount of per diem reimbursement shall be pursuant to the IRS per diem rates for Inyo County at the time the per diem expense is incurred: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- **Mileage:**
  - Mileage reimbursement is available only for travel outside of the Owens Valley Groundwater Basin and lands adjacent thereto, and is subject to pre-approval of the OVGA Board absent unusual circumstances.
  - The amount of mileage reimbursement shall be pursuant to the IRS rates for Inyo County at the time the mileage expense is incurred.



**ATTACHMENT C**

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND THE COUNTY OF INYO  
FOR THE PROVISION OF STAFF SERVICES**

**EXECUTIVE MANAGER COUNTY RATE SHEET**

Rates for specific staff assigned work will vary by position, pay scale step, and benefit package. The OVGA shall be billed the hourly rate for the specific staff engaged, which shall fall within the rate range listed below. The rates include base salary and benefits.

<b>Position</b>	<b>Rate per Hour</b>
Executive Manager, Inyo County Water Director	\$103.13
Administrative Analyst	\$61.21

**AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY  
AND THE COUNTY OF INYO  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "OVGA") has the need for the legal services of the County Counsel of the County of Inyo (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the OVGA, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the OVGA's request and/or the OVGA Executive Manager under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and OVGA laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

The OVGA Board of Directors may, at the beginning of each fiscal year, conduct performance reviews of the Contractor, its staff, and the work and services it has provided the OVGA during the prior fiscal year.

**2. TERM.**

Effective as of April 1, 2019, Contractor shall provide services to OVGA through the Inyo County Counsel's Office (hereinafter referred to as "the County Counsel"), when and if requested by OVGA. This Agreement shall remain in full force and effect until terminated by any party, with or without cause, by supplying 30 days' written notice of termination to the other party.

**3. CONSIDERATION.**

A. In exchange for the services and work set forth in Attachment A, Contractor shall receive the a flat fee of \$1,500 per month, which is based on the parties' good-faith estimate of the County's average monthly costs of providing such services over a typical 12-month period. On or before July 1, 2019, and every July 1<sup>st</sup> thereafter, or upon the OVGA changing its meeting schedule, the County Counsel and the OVGA may review and discuss whether an adjustment to said monthly compensation may be appropriate. Any agreed upon adjustments shall be memorialized in writing and incorporated into this Agreement by this reference. Contractor will also waive the fee for any month during which a meeting was canceled and/or Contractor provides no or *de minimus* services. Invoices for services shall be sent to OVGA in care of its Auditor-Controller on a quarterly basis, or at such other intervals as may be mutually agreeable to the parties. The OVGA shall make a good-faith effort to issue payment to Contractor within 30 days of receipt, but reserves the right to vary the payment schedule in order to manage finances. The Contractor shall be notified of the expected payment date in writing should the payment schedule be altered.

B. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from OVGA, 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.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the OVGA. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with OVGA to ensure that all services and work requested by OVGA under this Agreement will be performed within the time frame set forth by OVGA.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, OVGA, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement 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 OVGA. Contractor will provide OVGA, 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 OVGA as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, OVGA reserves the right to make such determinations for purposes of this Agreement.

B. 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://www.sam.gov>.

#### **6. NEGOTIATION OF THIS AGREEMENT.**

OVGA acknowledges that it has been or has had the opportunity to be represented by separate legal counsel with respect to the negotiation and preparation of this Agreement or has knowingly waived its right to do so, and that it is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party. OVGA specifically acknowledges that the County Counsel has only represented the County with respect to the negotiation and preparation of this Agreement and that OVGA has consented to such representation and knowingly and voluntarily waived any actual or potential conflict associated with such representation.

#### **7. STATUS OF CONTRACTOR.**

OVGA shall be deemed a client of the County Council for purposes of this Agreement. Individual attorneys employed by the County in the County Counsel's Office shall at all times remain employees of the County and not employees of the OVGA. 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 OVGA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of OVGA. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the OVGA. No agent, officer, or employee of the OVGA is to be considered an employee of Contractor. It is understood by both Contractor and OVGA 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 OVGA only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to OVGA'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 OVGA.

## **8. DEFENSE AND INDEMNIFICATION.**

Each party (Contractor and OVGA) shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Acquisition and maintenance of insurance does not in any way limit liability pursuant to these indemnification provisions.

## **9. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

## **10. ASSIGNMENT.**

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

## **11. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by OVGA in a timely manner, or fails in any way as required to conduct the work and services as required by OVGA, OVGA may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, OVGA will be released from any obligation to provide Contractor with any consideration, or part thereof, contemplated by this Agreement.

## **12. 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.

**13. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or OVGA 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:

OVGA  
Inyo County Water Department  
ATTN: OVGA Executive Manager  
P.O. Box 337  
Independence, Ca 93526

Contractor:  
Inyo County Counsel  
P.O. Box M  
Independence California 93526

**15. CONFLICTS OF INTEREST.**

The County Counsel's Office shall notify the parties hereto of any actual or potential conflicts of interest that may arise between them as respective clients of the County Counsel's Office, and the County Counsel shall endeavor to avoid providing any services under this Agreement that would create a conflict. Nevertheless, in the event that a conflict does arise between the County (or any of its boards, commissions, officers, or employees) on the one hand and the OVGA on the other hand, or if for any reason the County Counsel's Office declines to or resigns from providing services to the OVGA, then the OVGA agrees that the County Counsel's Office may thereafter continue to act as legal counsel for the County and that the county Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of the County.

**16. 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.

///

///

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF April 18, 2019.

**OVGA**

By: 

Dated: 4/18/19

**COUNTY OF INYO**

By:   
Signature

Rick Pucci  
Print or Type Name

Dated: 5-2-2019

## ATTACHMENT A

### AGREEMENT BETWEEN THE OWENS VALLEY GROUNDWATER AUTHORITY AND THE COUNTY OF INYO FOR THE PROVISION OF LEGAL SERVICES

#### SCOPE OF WORK:

Contractor, by and through its Office of County Counsel, will act as the general counsel for and provide professional legal services to the Owens Valley Groundwater Authority as follows:

- Legal advice and representation regarding the general and regular business of the OVGA, including, but not limited to:
- Legal advice and representation relating to adoption of fees and/or the OVGA's creation of additional revenue sources;
- Legal advice and representation relating to the enforcement of any rules and/or regulations adopted and implemented by the OVGA;
- Legal advice and representation relating to applicable public meeting laws, including attendance at the OVGA Board Meetings;
- Legal advice and representation relating to responding to public records requests; and
- Collaboration with the OVGA's special water and environmental law counsel (whose services are provided through a separate contract with the County of Mono) to jointly provide legal advice and representation relating to the OVGA's development, adoption, and implementation of a groundwater sustainability plan and any other water or environmental law issue that may arise, including but not limited to the following:

Matters involving water resources, surface water and groundwater rights, water quality regulation, and related natural resources, endangered species, and environmental laws, including, without limitation, (i) the OVGA's development, adoption, implementation, and administration of a GSP for the Owens Valley Groundwater Basin; and (ii) the applicability and interpretation of SGMA.

Interpretation, applicability, and enforcement of any rules, regulations, and/or provisions adopted and/or implemented by the OVGA in any GSP for and/or covering the Owens Valley Groundwater Basin or otherwise related to or affecting the water resources or water rights of any person or entity within the Owens Valley Groundwater Basin.

Correspondence, with federal and state agencies and local and tribal governments, including but not limited to the California Department of Water Resources, the California State Water Resources Control Board, the California Department of Fish and Wildlife, and the City of Los Angeles/Los Angeles Department of Water and Power regarding the OVGA's development, preparation, adoption, implementation, administration, and applicability of any GSP for and/or covering the Owens Valley Groundwater Basin.

It is understood that said "collaboration" does not envision or require duplication of legal work but rather a joint approach in which the OVGA Executive Manager shall coordinate the efforts of general counsel and special counsel to enhance the quality and defensibility of the legal advice and work product provided to the OVGA. Where appropriate, the OVGA Executive Manager may divide legal work between general counsel and special counsel to arrive at a finished work product. In the event of a disagreement among general counsel and special counsel that cannot be resolved, counsel shall inform the OVGA Executive Manager and follow any direction he/she provides counsel.

This scope of work does not include representation of the OVGA as it relates to defending against litigation matters and/or prosecuting non-routine litigation matters.





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

For Clerk's Use Only:  
AGENDA NUMBER

37

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

**FROM: Water Department and Inyo County Counsel**

**FOR THE BOARD MEETING OF: May 7, 2019**

**SUBJECT: Approve and ratify contracts to provide Executive Manager and Legal Counsel services for the Owens Valley Groundwater Authority**

**DEPARTMENTAL RECOMMENDATION:**

1. The Water Department requests your Board approve a contract to provide Executive Manager services for the Owens Valley Groundwater Authority in an amount not to exceed \$37,000 annual beginning April 1, 2019 and continuing until terminated by any party by supplying 30 days' written notice to the other party; and
2. Inyo County Counsel requests your Board approve a contract to provide legal services for the Owens Valley Groundwater Authority in the amount of \$1,500 per month beginning April 1, 2019 and continuing until terminated by any party by supplying 30 days' written notice to the other party; and
3. Authorize the Chairperson to sign

**SUMMARY DISCUSSION:**



The Owens Valley Groundwater Authority (OVGA) was formed under a joint powers agreement in 2017 to act as the groundwater sustainability agency for the Owens Valley groundwater basin. The OVGA is responsible for complying with mandates of the State Groundwater Management Act to prepare and implement a groundwater sustainability plan (Plan) for non LADWP lands in the basin. Since the formation of the OVGA, Inyo County has provided managerial and legal staff services. These contracts formalize that staffing arrangement and prescribe the responsibilities of Inyo County staff and costs to the OVGA. Separate contracts were prepared for the Executive Manager services provided by Water Department staff and for Legal Services provided by Inyo County Counsel. The Executive Manager contract is hourly and includes staff time to support OVGA activities as well as time necessary to administer the reimbursable Proposition 1 grant to prepare the Plan. The Legal Services contract is flat monthly rate similar to contracts for Inyo County Counsel to provide services to other agencies. The contracts have annual compensation limits and detailed scopes of work. The OVGA approved these contracts at its April 18, 2019 meeting.

**ALTERNATIVES:**

The Board could not approve the contracts. This is not recommended as it could substantially impair the ability of the OVGA to fulfill its purpose to prepare the Plan for the Owens Valley groundwater basin. Without the requested staff services, the work of the Authority on the Plan and administrative tasks would be delayed while agreements with other members of the Authority or outside contractors to obtain the required services are prepared.

**OTHER AGENCY INVOLVEMENT:** none

**FINANCING:** The funding for these contracts is budgeted in the Owens Valley Groundwater Authority budget 621601, Other Agency Contributions 5539.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  <div style="text-align: right;">  Approved: <u>yes</u> Date: <u>4/29/19</u> </div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  <div style="text-align: right;">  Approved: <u>yes</u> Date: <u>4/29/19</u> </div>
PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  <div style="text-align: right;">           Approved: _____ Date: _____         </div>

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



Date: 4-29-19

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



Date: 4/29/19



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:**

**SUBJECT:** Proclamation declaring January 2020 as Positive Parenting Awareness Month

---

**RECOMMENDED ACTION:**

Request Board approve a proclamation declaring January 2020 as Positive Parenting Awareness Month in Inyo County.

**SUMMARY/JUSTIFICATION:**

The attached proclamation recognizes the power of positive parenting, noting that raising children to become healthy, confident, and capable individuals is the most important job parents and caregivers have; and that the quality of parenting is one of the most powerful predictors of children's future social, emotional, and physical health.

Positive Parenting Awareness Month (PPAM) was conceived and launched by Santa Cruz County, and each January, counties proclaiming PPAM have increased. In January 2020, the movement will grow to include up to twelve counties across California.

Locally, Inyo County Health and Human Services First 5 facilitates the Inyo County Triple P Network, providing peer support, training, and coordination of Triple P practitioners across Inyo County with the mission of strengthening families through increasing parental knowledge, parental confidence, and improving parent/caregiver and child relationships.

HHS programs First 5, FIRST Wraparound, and Tecopa, are joined by Owens Valley Career Development Center's Tuniwa Nobi Family Literacy Program, Wild Iris, Exceptional Family Early Start Resource Center, Kern Regional Center, and Inyo County Office of Education Child Development program in offering a variety of classes, events, and support for families to take advantage of in January.

Inyo County Health and Human Services is respectfully requesting approval of the attached proclamation declaring January 2020 as Positive Parenting Awareness Month in Inyo County.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not adopt this resolution, which would mean that January 2020 would not be declared as Positive Parenting Awareness Month countywide.

**OTHER AGENCY INVOLVEMENT:**

Owens Valley Career Development Center's Tuniwa Nobi Family Literacy Program, Wild Iris, Exceptional Family Early Start Resource Center, Kern Regional Center, and Inyo County Office of Education Child Development

**FINANCING:**

No funding is involved with this resolution.

**ATTACHMENTS:**

1. Positive Parenting Month Proclamation 2020

**APPROVALS:**

Sharon Wilson	Created/Initiated - 12/11/2019
Marilyn Mann	Approved - 12/11/2019
Meaghan McCamman	Approved - 12/12/2019
Serena Johnson	Approved - 12/12/2019
Darcy Ellis	Approved - 12/17/2019
Marshall Rudolph	Approved - 12/17/2019
Marilyn Mann	Final Approval - 12/18/2019



**INYO COUNTY BOARD OF SUPERVISORS  
PROCLAMATION  
PROCLAIMING JANUARY 2020  
AS POSITIVE PARENTING AWARENESS  
MONTH IN INYO COUNTY**



***WHEREAS**, raising children and youth to become healthy, confident, capable individuals is the most important job parents and caregivers have, and the quality of parenting or caregiving – starting prenatally – is one of the most powerful predictors of children’s future social, emotional, and physical health; and*

***WHEREAS**, positive parenting is a protective factor that eliminates risk, strengthens family relationships, increases parents’ confidence, and promotes healthy development and well-being of children and families; and*

***WHEREAS**, positive parenting can prevent or mitigate the effects of adverse childhood experiences such as child abuse, neglect, household dysfunction, and other traumatic events that can create dangerous levels of stress and impair lifelong health and well-being; and*

***WHEREAS**, HHS First 5, HHS Tecopa, HHS FIRST, Kern Regional Center, and Wild Iris offer Triple P Positive Parenting Program, OVDC Tuniwa Nobi offers Fatherhood & Motherhood is Sacred, and Inyo County Office of Education offers Parent Café; and*

***WHEREAS**, Triple P Positive Parenting offers parents and caregivers a “tool kit” of proven strategies for strengthening relationships with their children, promoting children’s development, and preventing or managing common parenting challenges; and*

***WHEREAS**, Fatherhood & Motherhood is Sacred curriculum offers participants the opportunity to gain a deeper understanding of their heritage and the importance of responsible fatherhood and motherhood as reflected in Native American values and beliefs.*

***WHEREAS**, individuals, community members, businesses, early care and education providers, schools, and faith-based, non-profit and government organizations all play a vital role in supporting parents and caregivers to raise happy, healthy children; and*

***WHEREAS**, during the month of January, Inyo County Health and Human Services along with public, private, and nonprofit partners, will be increasing awareness of the importance of positive parenting and the availability of resources such as Triple P;*

***NOW, THEREFORE, BE IT PROCLAIMED** that January 2020 be the 2nd Annual Positive Parenting Awareness Month in Inyo County, California, and commend this observance to the people of this county.*

***PASSED AND PROCLAIMED** this xx day of 2020.*

---

Supervisor Rick Pucci, Board Chairperson



# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:** Water Department

**SUBJECT:** Direction for County's OVGA Representatives

---

**RECOMMENDED ACTION:**

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for January 9, 2020 in Bishop, CA.

**SUMMARY/JUSTIFICATION:**

At the January 9, 2020 OVGA meeting, the consultant will present elements of the Groundwater Sustainability Plan (GSP) including the hydrogeological conceptual model and data acquisition/gaps. The consultant will also provide an update of the progress of the Ad Hoc committee established to develop recommendations on guiding principles for the Communications and Engagement Plan.

The Board will consider a draft mission statement for the OVGA incorporating modifications suggested by Members during the December meeting. The OVGA agenda also includes a request to amend the Executive Manager services contract with Inyo County to provide hydrologic assistance. In December, the Board directed staff to prepare an amended contract.

The OVGA Board may consider requests from Members to terminate their participation in the OVGA Joint Powers Agreement and cancel their respective funding agreement. The basin designation was finalized by the Department of Water Resources as a Low Priority basin on December 18. Given the association between a low priority and basin sustainability, some Members previously had expressed a desire to discontinue their participation in the OVGA or had stated they will postpone their decision whether to remain part of the OVGA until the status was finalized. All Members were requested in December to review their continued participation with their respective agencies and submit a requests to terminate membership via letter before the January 9 meeting. Given the scheduling difficulties around the holidays, it is not known if all the member agencies still considering their status will be able to meet before January 9. If no requests have been received before the meeting, this item will be tabled or postponed.

OVGA staff will provide a fiscal report and report on activities at the Indian Wells Valley Groundwater Authority.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

City of Bishop, Mono County, Tri-Valley GWMD, Indian Creek-Westridge CSD, Wheeler Crest CSD, Big Pine CSD, Sierra Highlands CSD

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Jan 9 OVGA Agenda DRAFT

**APPROVALS:**

Aaron Steinwand	Created/Initiated - 12/23/2019
Darcy Ellis	Approved - 12/29/2019
Aaron Steinwand	Approved - 12/30/2019
Amy Shepherd	Approved - 12/30/2019
Marshall Rudolph	Approved - 12/30/2019
Aaron Steinwand	Final Approval - 12/30/2019

## Owens Valley Groundwater Authority

**Bishop City Council Chambers  
301 West Line St.**

**Bishop, Ca**

**January 9, 2020 2:00 PM**

### Board of Directors Meeting Agenda

*All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors 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 Directors or the Owens Valley Groundwater Authority.*

*Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (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 alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).*

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the December 20, 2019 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
  - a. Financial Report.
  - b. Report on Indian Wells Valley Groundwater Authority activities.
7. Termination of Members & Funding Agreements.
  - a. Consideration of requests from Members to terminate OVGA membership;
  - b. Consideration of requests from Members requesting membership termination to cancel their respective funding agreements with the OVGA.
  - c. Set future GSPDB Funding Meeting (Article IV 1.1), if needed.
8. Approval of amendment to the Executive Manager contract to provide hydrologic services.
9. Presentation from Daniel B. Stephens and Associates on elements of the Groundwater Sustainability Plan.
10. Update on the Communications and Engagement Plan.
11. Consideration of a Mission Statement for the OVGA
12. Discussion regarding future agenda items.
13. Set next meeting.
14. Adjourn.





# County of Inyo



## Auditor/Controller

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:** Christie Martindale

**SUBJECT:** Ratify contract with Hinderliter, de Llamas and Associates Companies for Sales and Use Tax Audit Services

---

**RECOMMENDED ACTION:**

Request Board ratify and approve a no-cost contract extension, to December 31, 2023, with Hinderliter, de Llama and Associates (HDL) Companies for Sales, Use and Transaction Audit and Information Services.

**SUMMARY/JUSTIFICATION:**

HDL audits how the California Department of Tax and Fee Administration (CDTFA) oversee the sales and use functions formerly performed by the State Board of Equalization) allocates the Bradley-Burn sales tax. This request is for no-cost extension until 12/31/2023.

As contracted, HDL receives \$100 per month for for transaction district tax reports along with 15% of the revenues that HDL recovers on behalf of the County for Bradley-Burns sales tax and 25% if the revenues HDL recovers on behalf of the County for local district tax (TUT).

In addition to the sales tax audit the contract allows for consulting services at an hourly rate set forth in the contract with a not to exceed of \$10,000 for these consulting services.

The total no-not to exceed amount of the contract remains unchanged at \$50,000.00

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Board approved a contract with HDL on December 20, 2016 to provide sales, use and transaction tax auditing services. This request is for the Board to authorize a no cost extension to 12/31/2023.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could chose not to ratify and approve the Contract Amendment with HDL for sales tax auditing services.

**OTHER AGENCY INVOLVEMENT:**

Working with County departments, HDL, will review and identify sales, use and transaction reporting to and allocation from the CDTFA.

**FINANCING:**

HDL is only compensated when its efforts on behalf of the County result in increased revenues to the County. As specified in the Agreement, HDL will be compensated 15% of regular sales tax audit findings and 25% TUT audit findings recovered on behalf of the County. The \$100 monthly fee will be paid from General Revenue and Expenditures Budget #011900 object code Professional Services #5265

**ATTACHMENTS:**

1. HDL CONTRACT AMENDMENT
2. HDL CONTRACT
3. RESOLUTION 2016-47

**APPROVALS:**

Christie Martindale	Created/Initiated - 12/10/2019
Darcy Ellis	Approved - 12/11/2019
Christie Martindale	Approved - 12/11/2019
Sue Dishion	Approved - 12/16/2019
Amy Shepherd	Approved - 12/16/2019
Marshall Rudolph	Final Approval - 12/16/2019

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Hinderliter, de Llammas & Associates**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Hinderliter, de Llammas & Associates, of Brea, California  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated December 20, 2016, on County of Inyo Standard  
Contract No. 116, for the term from December 20, 2016 to December 31, 2019.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth  
below;

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

County and Contractor hereby amend such Agreement as follows:

Extend the terms of the County of Inyo Standard Contract No. 116 for Sales, Use and Transaction Tax Audits and Information  
services to December 20, 2016 to December 31, 2023.

The effective date of this Amendment to the Agreement is January 1, 2020.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Hinderliter, de Llammas & Associates**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

C16036  
V005034

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HINDERLITER, de LLAMAS AND ASSOCIATES  
FOR THE PROVISION OF Sales, Use and Transactions Tax Audits and Information SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Sales, Use & Transaction Tax Audit services of HINDERITER, de LLAMAS AND ASSOCIATES of Diamond Bar California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Amy Shepherd or Kevin Carunchio, whose title is: Auditor-Controller, County Administrator. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. 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.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from December 20th, 2016 to December 31, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$50,000.00 Dollars (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.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County 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.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

A. Any licenses, certificates, or permits required by the federal, state, county, 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 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://www.sam.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

#### **9. 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.

**10. 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.

**11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.



B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (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 thirty (30) days written notice of such intent to cancel to County.

**15. 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. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. 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.

**19. 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.

**20. 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. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of 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-four (24) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the 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	
County Administrator Office	Department
PO Drawer N	Street
Independence CA 93526	City and State

Contractor:	
HDL	Name
1340 Valley Vista Dr, Suite 200	Street
Diamond Bar, CA 91765	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND HINDERLITER, de LLAMAS AND ASSOCIATES**  
**FOR THE PROVISION OF Sales, Use and Transactions Tax Audits and Information SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 20th DAY OF December, 2016.

**COUNTY OF INYO**

By: 

Dated: 12-20-2016

**CONTRACTOR**

By:   
Signature


R. ANDREW NICKERSON  
Print or Type Name

Dated: 12/12/16

**APPROVED AS TO FORM AND LEGALITY:**

County Counsel  


**APPROVED AS TO ACCOUNTING FORM:**

  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

  
County Risk Manager

ATTACHMENT A 1 OF 3

AGREEMENT BETWEEN COUNTY OF INYO  
HINDERLITER, de LLAMAS AND ASSOCIATES

AND

Sales, Use and Transactions Tax Audits and Information

FOR THE PROVISION OF

SERVICES

TERM:

FROM: Dec 20, 2016

TO: Dec 31, 2019

SCOPE OF WORK:

SERVICES

The CONTRACTOR shall perform the following services (collectively, the "Services"):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the COUNTY for the most current and all quarters, if the COUNTY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the COUNTY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. CONTRACTOR shall provide up-dated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting.

3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the COUNTY to share with Chambers of Commerce, other economic development interest groups and the public that analyze COUNTY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. CONTRACTOR shall make available to COUNTY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-County business outlets registered with the Board of Equalization and updated quarterly. This software shall allow COUNTY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales and use tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration or reporting changes thereby generating previously unrealized sales and use tax income for the COUNTY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONTRACTOR may, from time to time, initiate contacts with sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. CONTRACTOR may, from time to time (i) prepare and submit to the Board of Equalization information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the State Board of Equalization to promote recovery by the COUNTY of back or prospective quarterly payments that may be owing.

ATTACHMENT A 2 OF 3

AGREEMENT BETWEEN COUNTY OF INYO  
HINDERLITER, de LLAMAS AND ASSOCIATES

AND

Sales, Use and Transactions Tax Audits and Information

FOR THE PROVISION OF

SERVICES

TERM:

FROM: Dec 20, 2016 TO: Dec 31, 2019

SCOPE OF WORK:

4. If during the course of its audit, CONTRACTOR finds businesses located in the COUNTY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the COUNTY, CONTRACTOR may so advise COUNTY and work with those businesses and the COUNTY to encourage such changes.

C. CONSULTING AND OTHER OPTIONAL SERVICES

CONTRACTOR may, from time to time in its sole discretion, consult with COUNTY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONTRACTOR may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION

A. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. Section 7056 specifies the conditions under which a COUNTY may authorize persons other than COUNTY officers and employees to examine State Sales and Use Tax records.

B. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

1. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Board of Equalization provided to COUNTY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.

2. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the COUNTY who is authorized by resolution to examine the information.

3. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

AGREEMENT BETWEEN COUNTY OF INYO  
HINDERLITER, de LLAMAS AND ASSOCIATES

AND

Sales, Use and Transactions Tax Audits and Information

FOR THE PROVISION OF

SERVICES

TERM:

FROM: Dec 20, 2016 TO: Dec 31, 2019

SCOPE OF WORK:

CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION - Continued

4. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the COUNTY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

C. Software Use. CONTRACTOR hereby provides authorization to COUNTY to access CONTRACTOR'S Sales Tax website if COUNTY chooses to subscribe to the software and reports option. The website shall only be used by authorized COUNTY staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. COUNTY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by COUNTY of said software, or any right of COUNTY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all COUNTY staff website logins shall be de-activated.

D. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in CONTRACTOR's business, including without limitation: CONTRACTOR'S (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, COUNTY shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by COUNTY in connection with this Agreement. The obligations imposed by this Section IV-D shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section IV-D shall not apply to any information that is public information.

COUNTY MATERIALS AND SUPPORT

COUNTY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of COUNTY. COUNTY further agrees to provide any information or assistance that may readily be available such as business license records within the COUNTY and to provide CONTRACTOR with proper identification for contacting businesses. COUNTY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the COUNTY by maintaining CONTRACTOR's name on the COUNTY resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the State Board of Equalization and any audit fee owing to CONTRACTOR has been paid.

ATTACHMENT B 1 OF 2

AGREEMENT BETWEEN COUNTY OF INYO  
HINDERLITER, de LLAMAS AND ASSOCIATES

AND \_\_\_\_\_  
Sales, Use and Transactions Tax Audits and Information  
FOR THE PROVISION OF \_\_\_\_\_ SERVICES

TERM:  
Dec 20, 2016 Dec 31, 2019  
FROM: \_\_\_\_\_ TO: \_\_\_\_\_

SCHEDULE OF FEES:

CONSIDERATION

A. CONTRACTOR shall be further paid 15% of all new and recovered sales and use tax revenue received by the COUNTY as a result, in whole or in part, of the allocation audit and recovery Services described in Section II-B above (hereafter referred to as "audit fee"), including without limitation, any reimbursement or other payment from any state fund (including without limitation, the Sales and Use Tax Compensation Fund as outlined in Section 97.68 of the Revenue and Taxation Code or from the Public Safety Augmentation Fund pursuant to Proposition 172) (each, a "state fund") and any point of sale misallocations. CONTRACTOR shall provide COUNTY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by COUNTY no later than 30 days following the invoice date.

B. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the COUNTY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by COUNTY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the COUNTY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization but shall not apply prospectively to any future quarter. CONTRACTOR shall provide COUNTY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

The audit fee shall be paid even if COUNTY assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization. COUNTY shall pay audit fees upon CONTRACTOR'S submittal of evidence of CONTRACTOR'S work in support of recovery of subject revenue, including, without limitation, copies of BOE 549-S petition forms of any other correspondence between CONTRACTOR and the Board of Equalization or the taxpayer.

For any increase in the tax reported by businesses already properly making tax payments to COUNTY, it shall be CONTRACTOR'S responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONTRACTOR'S Services.

C. CONTRACTOR shall invoice COUNTY for any consulting and other optional Services rendered to COUNTY in accordance with Section II-C above based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR'S option. All such invoices shall be payable by COUNTY no later than 30 days following the invoice date. COUNTY shall not be invoiced for any consulting Services totaling less than an hour in any month. This is not to exceed \$10,000 unless requested by COUNTY in writing. The hourly rates in effect as of the Effective Date are as follows:



ATTACHMENT B 2 OF 2

**AGREEMENT BETWEEN COUNTY OF INYO  
HINDERLITER, de LLAMAS AND ASSOCIATES**

**AND**

Sales, Use and Transactions Tax Audits and Information

**FOR THE PROVISION OF**

**SERVICES**

**TERM:**

Dec 20, 2016

Dec 31, 2019

**FROM:**

**TO:**

**SCHEDULE OF FEES:**

CONSIDERATION -continued

Effective Date are as follows:

Principal	\$250 per hour
Programmer	\$225 per hour
Senior Analyst	\$195 per hour
Analyst	\$ 95 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to COUNTY.

D. Any invoices not paid on a due and timely basis shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND HINDERLITER, de LLAMAS AND ASSOCIATES**  
**FOR THE PROVISION OF Sales, Use and Transactions Tax Audits and Information SERVICES**

**TERM:**

**FROM:** Dec 20, 2016                      **TO:** Dec 31, 2019

**SEE ATTACHED INSURANCE PROVISIONS**

RESOLUTION NO. 2016-47

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS**

**WHEREAS**, pursuant to Ordinance 830 §1, 1998, the County of Inyo entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

**WHEREAS**, the County Administrator of the County of Inyo deems it desirable and necessary for authorized representatives of the County to examine confidential sales, use and transactions tax records of the State Board of Equalization pertaining to sales, use and transactions taxes collected by the Board for the County pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Board.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO HEREBY RESOLVES AS FOLLOWS:**

Section 1. That the County Administrator, or other officer or employee of the County designated in writing by the County Administrator to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the County of Inyo with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the County by the Board pursuant to the contract between the County and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of County sales, use and transactions taxes by the Board pursuant to that contract.

Section 2. That the County Administrator, or other officer or employee of the County designated in writing by the County Administrator to the Board, is hereby appointed to represent the County with authority to examine those sales, use and transactions tax records of the Board, for purposes related to the following governmental functions of the County:

- (a) County administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

(a) through (d) are governmental functions that often involve use of sales tax data. Please select from this list or add categories as needed to reflect local usage of sales tax data.

**The information obtained by examination of Board records shall be used only for those governmental functions of the County listed above.**

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the County by the Board. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the County to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Board records shall be used only for purposes related to the collection of County sales, use and transactions taxes by the Board pursuant to the contract between the County and the Board and for purposes relating to the governmental functions of the County listed in section 2 of this resolution.

**PASSED AND ADOPTED** on this 20<sup>th</sup> day of December 2016, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Tillemans, Totheroh  
 NOES: -0-  
 ABSTAIN: -0-  
 ABSENT: -0-

  
 \_\_\_\_\_  
 Chairperson, Inyo County Board of Supervisor

Attest: **KEVIN D. CARUNCHIO**  
 Clerk of the Board

by:   
 \_\_\_\_\_  
 Darcy Ellis, Assistant



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:**

**SUBJECT:** Ratify Lease Agreement between Shoshone Development and the County of Inyo

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**RECOMMENDED ACTION:**

Request Board ratify and approve the Lease Agreement between the County of Inyo and Shoshone Development for the real property described as Adobe #2, Highway 127, Shoshone, CA, for the initial period of three years, with two one-year options to extend, in an initial amount of \$450.00 for the period of November 1, 2019 through October 31, 2022, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The Sheriff's Office occupies the back half, which is the east wing of the Adobe #2 building and continues to need to rent this space into the foreseeable future.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this Lease Agreement. The alternative would be to find another location. No other office space that would service the current needs has been identified at this time.

**OTHER AGENCY INVOLVEMENT:**

County Counsel for review and approval of the Lease Agreement.

Auditor's office for approval of the Lease Agreement and payment.

Risk manager for approval of the Lease Agreement.

Sheriff's Department for Budget/Object code information and payment.

**FINANCING:**

The Sheriff's Department has identified funds for this contract in Budget Unit 022700, Sheriff General, Object Code 5291, Site Leases.

**ATTACHMENTS:**

1. Shoshone 2019-2024 signed lease

**APPROVALS:**

Justine Kokx	Created/Initiated - 12/12/2019
Darcy Ellis	Approved - 12/13/2019
Breanne Nelums	Approved - 12/17/2019
Michael Errante	Approved - 12/17/2019
Amy Shepherd	Approved - 12/18/2019
Marshall Rudolph	Approved - 12/18/2019
Aaron Holmberg	Final Approval - 12/19/2019

**LEASE AGREEMENT  
BY AND BETWEEN THE COUNTY OF INYO AND**

Shoshone Development

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THIS LEASE AGREEMENT, made and entered into this 1st day of November 2019,  
by and between Shoshone Development, hereinafter  
referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter  
referred to as "County," whereby the parties hereto agree as follows:

**WITNESSETH:**

**SECTION ONE. ADMINISTRATION.**

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the  
County by Mike Errante, whose title  
is: Public Works Director, hereinafter referred to as "County's Lease Administrator," and  
on behalf of Lessor by Susan Sorrells, Shoshone Development.

**SECTION TWO. DESCRIPTION.**

Lessor hereby leases to County that real property described as \_\_\_\_\_  
The East Wing of Adobe #2, Hwy 127, Shoshone, CA 92384

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions  
hereafter set forth.

**SECTION THREE. PARKING.**

County shall have reasonable non-exclusive use of the parking areas located in front of building  
\_\_\_\_\_ in common with other tenants  
and occupants of the leased premises, together with the right of reasonable ingress and egress to the  
leased premises parking area.

**SECTION FOUR. INITIAL TERM AND OPTIONS.**

The initial term of this Lease is for Three (3) years,  
commencing on November 1, 2019 and terminating on  
October 31, 2022. In addition, County shall have two options to extend the Lease for  
additional one-year periods as follows:

- a. From November 1, 2022 through October 31, 2023
- b. From November 1, 2023 through October 31, 2024

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before  
the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section  
Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

**SECTION FIVE. EARLY TERMINATION.**

This Lease, and any option to renew the Lease that is exercised, may be terminated by County at its sole discretion by first giving to Lessor no less than ninety (90) day written notice.

**SECTION SIX. HOLDING OVER.**

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

**SECTION SEVEN. RENT.**

The rent reserved to Lessor herein shall be the sum of Four Hundred Fifty Dollars and No/100  
Dollars (\$450.00) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of Zero percent (0 %) of the rent for the previous Lease period.

**SECTION EIGHT. PRORATED RENT.**

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six. (Holding Over).

**SECTION NINE. USE.**

It is the intention of the County to occupy and use the leased premises for Office Space  
County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

**SECTION TEN. HOURS.**

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

**SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.**

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval, which shall not be unreasonably withheld. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.



**SECTION TWELVE. UTILITIES.**

Lessor shall provide and pay for the following utilities: N/A  
County shall provide and pay for the following utilities: Water, trash, electricity, and gas

**SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.**

County \_\_\_\_\_ shall furnish at County's \_\_\_\_\_ sole expense janitorial and trash removal services which may be required on the leased premises, not less than Once weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

**SECTION FOURTEEN. MAINTENANCE.**

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

**SECTION FIFTEEN. SIGNS.**

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

**SECTION SIXTEEN. FORCE MAJEURE.**

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

**SECTION SEVENTEEN. WASTE.**

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

**SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.**

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or

reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

**SECTION NINETEEN. HOLD HARMLESS.**

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

**SECTION TWENTY. RIGHT OF ENTRY.**

Upon 24 hours advance notice to Lessee, Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee will be present during any inspection or examination. Access by Lessor to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, Lessor may enter the leased premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

**SECTION TWENTY-ONE. QUIET POSSESSION.**

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

**SECTION TWENTY-TWO. NOTICE.**

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

**COUNTY**  
Inyo County Public Works Department  
P.O. Drawer Q  
Independence, CA 93526

Department  
Address  
City and State

**LESSOR**  
Shoshone Development  
P.O. Box 67  
Shoshone, CA 92384

Name  
Address  
City and State

**SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.**

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

**SECTION TWENTY-FOUR. SUBORDINATION.**

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

**SECTION TWENTY-FIVE. MECHANIC'S LIEN.**

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

**SECTION TWENTY-SIX. COMPLIANCE WITH LAW.**

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

**SECTION TWENTY-SEVEN. WAIVER.**

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete,

and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

**SECTION TWENTY-EIGHT. DEFAULT.**

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

**SECTION TWENTY-NINE. INUREMENT.**

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**SECTION THIRTY. SEVERABILITY.**

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION THIRTY-ONE. TIME IS OF ESSENCE.**

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

**SECTION THIRTY-TWO. ADDITIONAL TERMS AND CONDITIONS.**

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: N/A

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**SECTION THIRTY-THREE. AMENDMENT.**

The Lease may be amended only by a written document signed by all parties hereto.

**SECTION THIRTY-FOUR. ENTIRE AGREEMENT.**

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

**SECTION THIRTY-FIVE. CONSTRUCTION OF AGREEMENT.**

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT  
BY AND BETWEEN THE COUNTY OF INYO AND  
Shoshone Development**

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**Initial Term of Lease:**  
November 1, 2019 through October 31, 2022

IN WITNESS THEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

**LESSEE**


County of Inyo

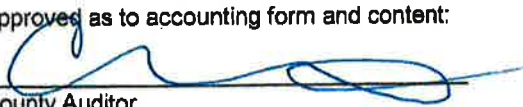
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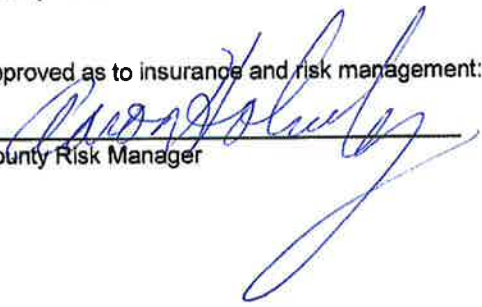
By: \_\_\_\_\_  
Chairperson, Board of Supervisors

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

Approved as to form and content:  
  
County's Lease Administrator

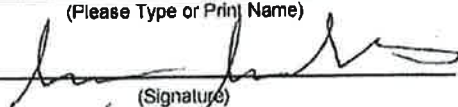
Approved as to form and legality:  
  
County Counsel

Approved as to accounting form and content:  
  
County Auditor

Approved as to insurance and risk management:  
  
County Risk Manager

**LESSOR**

Susan Sorrells  
(Please Type or Print Name)

By:   
(Signature)

Date: 11/17/19



# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:** Office of the Sheriff

**SUBJECT:** Appropriation Change and purchase authorization for two side by side all-terrain vehicles for the Sheriff's Department, Off Highway Vehicle Enforcement Detail.

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**RECOMMENDED ACTION:**

Request Board: A) amend the Fiscal Year 2019-2020 Off Highway Vehicle Grant Budget #623519 as follows: Decrease appropriation in the Equipment Object Code #5650 by \$20,000; decrease the appropriation in the General Operating Object Code #5311 by \$1,500; and increase the appropriation in the Vehicle Object Code #5655 by \$21,500 (*4/5ths vote required*); and B) authorize a purchase order in the amount of \$41,474 payable to Corona Motorsports of Corona, CA for the purchase of two (2) Polaris RZR S 1000.

**SUMMARY/JUSTIFICATION:**

Inyo County was awarded Off Highway Vehicle Grant funds in July 2019 to procure equipment necessary to enforce off-road vehicle rules and regulations.

There was a competitive bid process pursuant to County Purchasing Policy; Corona Motorsports of Corona, CA provided the low bid proposal. After a thorough review, the proposal meets all specifications; however, in order to move forward with the purchase of the patrol ATV, an appropriation change is required.

This purchase is 100% reimbursable through the California State Parks and Recreation Off Highway Vehicle Division.

Chaparral Motorsports - \$43,338.67  
Corona Motorsports - \$41.47302

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

This is a pre-approved purchase with the California State Parks and Recreation Off Highway Vehicle Division. Your Board could choose not to allow these purchases, but this is not recommended. Unspent grant funds must be returned to the State and negatively impacts future grant awards.

**OTHER AGENCY INVOLVEMENT:**

Auditor

CAO  
Purchasing  
Counsel  
State Park Services

**FINANCING:**

The Off Highway Vehicle Grant Budget #623519 will fund the purchase of these vehicles through the Vehicle Object Code #5655.

**ATTACHMENTS:**

1. OHV RZR Bids

**APPROVALS:**

Riannah Reade	Created/Initiated - 12/10/2019
Darcy Ellis	Approved - 12/10/2019
Riannah Reade	Approved - 12/10/2019
Denelle Carrington	Approved - 12/10/2019
Emma Bills	Approved - 12/13/2019
Amy Shepherd	Approved - 12/13/2019
Marshall Rudolph	Approved - 12/13/2019
Jeffrey Hollowell	Final Approval - 12/13/2019



INYO COUNTY PURCHASING  
P.O. DRAWER N  
INDEPENDENCE, CA 93526  
(760) 878-0293  
(760) 878-2241 FAX

## MEMO

November 27, 2019

Carma Roper  
Sheriff's Department  
PO Drawer H  
Independence, CA 93526

Dear Carma,

Enclosed are copies of two (2) proposals submitted for bid No. 2019-15 Utility All-Terrain Vehicles. As you are aware, each bid will need to be evaluated with scrutiny. Product, customer service, installation, warranty, availability/delivery, experience & reputation as well as cost are all factors to consider before making the final determination of who will be awarded a bid. Once you have determined the chosen vendor, you will need to prepare the Agenda item to place before the Board of Supervisors for approval (for bids 10,000 and above). Please feel free to contact vendors should you have any questions in regards to their proposals.

Please forward a copy of your agenda item to me. If no bid is accepted, please notify me as soon as possible via email or written notice.

Respectfully,

Emma Bills, Purchasing Specialist



**COUNTY OF INYO BID TABULATION**

Project Title & Bid No. Bid # 2019-15 - ATV Units Sheriff's Dept.

Bid Opening Date: 11/27/19 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Chapparal Motorsports					13,338.67	
2.	Corona Motorsports					41,473.02	
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Monica Tul

Present: Denelle Carrington



**CORONA MOTORSPORTS  
363 AMERICAN CIRCLE  
CORONA, CA 92880  
951-735-2030**

November 8, 2019

We are pleased to offer the following:

1 - 2020 Polaris RZR S 1000 2 Seater	\$17,999.00
Documentation fee	85.00
Tax @ 7.75%	1401.51
Off road, tire and electronic file fee	89.00
Delivery to Independence, CA	300.00
<b>Total for vehicle</b>	<b>\$19,874.51</b>

Please allow 4 - 6 weeks for delivery. Product will not be ordered until we receive a purchase order or funds.

**Unit #2**

<b>1 - 2020 Polaris RZR S 1000 4 Seater</b>	<b>\$19,599.00</b>
<b>Documentation Fee</b>	<b>85.00</b>
<b>Tax @ 7.75%</b>	<b>1,525.51</b>
<b>Off road, tire and electronic file fee</b>	<b>89.00</b>
<b>Delivery to Independence, CA</b>	<b>300.00</b>
<b>Total for vehicle</b>	<b>\$21,598.51</b>

**Please allow 4 - 6 weeks for delivery. Product will not be ordered until we  
Receive a purchase order of funds.**

COUNTY OF INYO (760) 878-0293  
 MATERIAL OR SERVICES

TO BE DELIVERED TO: INYO COUNTY SHERIFF'S DEPARTMENT  
 550 SO. CLAY STREET  
 INDEPENDENCE, CA 93526  
 (760) 878-0235

BILLING: INYO COUNTY ADMINISTRATION  
 P.O. BOX N  
 INDEPENDENCE, CA93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
 COUNTY ADMINISTRATIVE CENTER  
 224 N. EDWARDS ST.  
 P.O. BOX N  
 INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, November 27, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.  
 MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.  
 IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope and date of bid opening.  
 Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT CORONA, CA 92880 (CITY & STATE)

NOVEMBER 8, 2019

CASH DISCOUNT TERMS 0

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY CORONA MOTORSPORTS

NAME OF COMPANY REPRESENTATIVE (PRINTED) RON SABA

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 363 AMERICAN CIRCLE

CITY AND STATE CORONA CA 92880

PHONE NUMBER 951-735-2030

FAX NUMBER 951-735-0206

Specifications for Bid/Quote for:

Two (2) Utility All Terrain Vehicle  
 Inyo County Sheriff's Dept. – Off Highway Vehicle Enforcement Program

**#1 Specifications for OFF HIGHWAY SIDE BY SIDE TWO-SEATER:**

*RZR S1000*

- OHV side by side with additional specifications:
- Four Stroke DOHC Twin Cylinder, 999 cc displacement, fuel injected, liquid cooled
- Electric Start
- Automatic PVT Transmission with P/R/N/L/H range selections
- High Performance True On Demand All-Wheel Drive/2WD
- Front and Rear Brakes, shall be Hydraulic Disc with Dual-Bore Front and Rear Caliper Parking Brake.
- Suspension: Front, Dual A-Arm with Stabilizer Bar and 12.25 inches of Travel,  
Rear: Dual A-Arm with Stabilizer Bar and 13.2 inches of Travel.
- Ground clearance to be 12.5 inches
- Overall dimensions not to exceed 110" long, 60 inches wide, 72 inches high,  
with a wheel base of 90"
- Fuel Capacity of 9.0 – 10.0 gallons U.S. measure,
- Bed hauling (Cargo Box Capacity) capacity of 300 pounds.
- Color- Grey and/or Black
- Warranty: 6 months minimum.

**NEW PRODUCT ONLY- NO REFURBISHED MODELS WILL BE ACCEPTED.**

**#2 Specifications for OFF HIGHWAY SIDE BY SIDE FOUR-SEATER:**

*RZR S1000 4*

- OHV side by side with additional specifications:
- Four Stroke DOHC Twin Cylinder, 999 cc displacement, fuel injected, liquid cooled
- Electric Start
- Automatic PVT Transmission with P/R/N/L/H range selections
- High Performance True On Demand All-Wheel Drive/2WD
- Front and Rear Brakes, shall be Hydraulic Disc with Dual-Bore Front and Rear Caliper Parking Brake.
- Suspension: Front, Dual A-Arm with Stabilizer Bar and 12.25 inches of Travel,  
Rear: Dual A-Arm with Stabilizer Bar and 13.2 inches of Travel.
- Ground clearance to be 12.5 inches
- Overall dimensions not to exceed 139" long, 60 inches wide, 72 inches high,  
with a wheel base of 90"
- Fuel Capacity of 9.0 – 10.0 gallons U.S. measure,
- Bed hauling (Cargo Box Capacity) capacity of 300 pounds.
- Color- Grey and/or Black
- Warranty: 6 months minimum.

**\*\*\*Vendor can bid on one or both units. Lowest bid for each unit will be accepted.**

**NEW PRODUCT ONLY- NO REFURBISHED MODELS WILL BE ACCEPTED.**

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED**

Subtotal	<u>\$ 37,946.00</u>
Sales Tax (7.75%)	<u>2,927.02</u>
Shipping Charge	<u>600.00</u>
Total	<u>\$ 41,473.02</u>

Indicate any exception to the bid:

\_\_\_\_\_

Bid prices will remain valid and in effect through NOVEMBER 30, 2019

Delivery will be made in 42 days after receipt of order.

This bid was received on <sup>(Mkt)</sup> 11/27 /13.  
 20 19  
 ATTEST: Clint Quilter, Administrative Officer  
 and Clerk of the Board Inyo County, California  
 By [Signature] Assistant



COUNTY OF INYO (760) 878-0293  
MATERIAL OR SERVICES

TO BE DELIVERED TO: INYO COUNTY SHERIFF'S DEPARTMENT  
550 SO. CLAY STREET  
INDEPENDENCE, CA 93526  
(760) 878-0235

BILLING: INYO COUNTY ADMINISTRATION  
P.O. BOX N  
INDEPENDENCE, CA93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
COUNTY ADMINISTRATIVE CENTER  
224 N. EDWARDS ST.  
P.O. BOX N  
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, November 27, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.  
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.  
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope and date of bid opening.  
Read the Instructions and Conditions before making your Bid or Quotation.

#### INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.



- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT San Bernardino, CA (CITY & STATE)  
November 16<sup>th</sup>, 2019

CASH DISCOUNT TERMS None

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Chaparral Motorsports

NAME OF COMPANY REPRESENTATIVE (PRINTED) Rob Kelley

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 555 S. H Street

CITY AND STATE San Bernardino, CA

PHONE NUMBER (909) 889-2761

FAX NUMBER (909) 386-7340

Specifications for Bid Quote for:

Two (2) Utility All Terrain Vehicle  
Inyo County Sheriff's Dept. – Off Highway Vehicle Enforcement Program

**#1 Specifications for OFF HIGHWAY SIDE BY SIDE TWO-SEATER:**

- OHV side by side with additional specifications:
- Four Stroke DOHC Twin Cylinder, 999 cc displacement, fuel injected, liquid cooled
- Electric Start
- Automatic PVT Transmission with P/R/N/L/H range selections
- High Performance True On Demand All-Wheel Drive/2WD
- Front and Rear Brakes, shall be Hydraulic Disc with Dual-Bore Front and Rear Caliper Parking Brake.
- Suspension: Front, Dual A-Arm with Stabilizer Bar and 12.25 inches of Travel,  
Rear: Dual A-Arm with Stabilizer Bar and 13.2 inches of Travel.
- Ground clearance to be 12.5 inches
- Overall dimensions not to exceed 110" long, 60 inches wide, 72 inches high,  
with a wheel base of 90"
- Fuel Capacity of 9.0 – 10.0 gallons U.S. measure,
- Bed hauling (Cargo Box Capacity) capacity of 300 pounds.
- Color- Grey and/or Black
- Warranty: 6 months minimum.

**NEW PRODUCT ONLY- NO REFURBISHED MODELS WILL BE ACCEPTED.**

**#2 Specifications for OFF HIGHWAY SIDE BY SIDE FOUR-SEATER:**

- OHV side by side with additional specifications:
- Four Stroke DOHC Twin Cylinder, 999 cc displacement, fuel injected, liquid cooled
- Electric Start
- Automatic PVT Transmission with P/R/N/L/H range selections
- High Performance True On Demand All-Wheel Drive/2WD
- Front and Rear Brakes, shall be Hydraulic Disc with Dual-Bore Front and Rear Caliper Parking Brake.
- Suspension: Front, Dual A-Arm with Stabilizer Bar and 12.25 inches of Travel,  
Rear: Dual A-Arm with Stabilizer Bar and 13.2 inches of Travel.
- Ground clearance to be 12.5 inches
- Overall dimensions not to exceed 139" long, 60 inches wide, 72 inches high,  
with a wheel base of 90"
- Fuel Capacity of 9.0 – 10.0 gallons U.S. measure,
- Bed hauling (Cargo Box Capacity) capacity of 300 pounds.
- Color- Grey and/or Black
- Warranty: 6 months minimum.
- 

**\*\*\*Vendor can bid on one or both units. Lowest bid for each unit will be accepted.**

**NEW PRODUCT ONLY- NO REFURBISHED MODELS WILL BE ACCEPTED.**

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED**

Subtotal	\$ <u>38,376.<sup>00</sup></u>
Sales Tax (7.75%)	\$ <u>2,962.<sup>67</sup></u>
Shipping Charge	\$ <u>2,000.<sup>00</sup></u>
Total	\$ <u>43,338.<sup>67</sup></u>

Indicate any exception to the bid:

Instock units only, and subject to availability. Spec sheets included in packet

Bid prices will remain valid and in effect through 12-31-19

Delivery will be made in 30 days after receipt of order.

This bid was received on 11/25  
 2019  
 ATTEST: Cindi Quilter, Administrative Officer  
 and Clerk of the Board Inyo County, California  
 By [Signature] Assistant



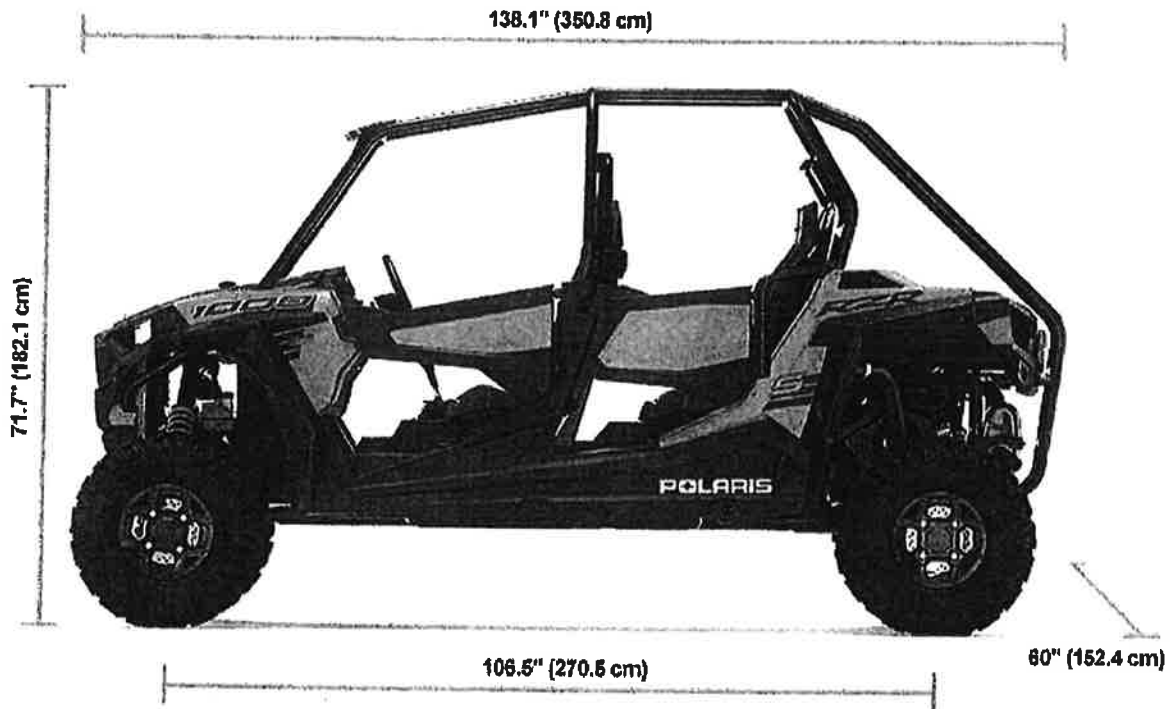
Menu **RZR S4 1000**

### RZR S4 1000 Specifications

**100**  
Horsepower

**60"**  
Vehicle Width

**12.5"**  
Ground Clearance



### Engine & Drivetrain

Cooling	Liquid
Cylinders Displacement	999cc
Drive System Type	High Performance True On-Demand AWD/2WD
Engine Braking System (EBS)	Standard
Engine Type	4-Stroke DOHC Twin Cylinder
Fuel System/Battery	Electronic Fuel Injection

4-Wheel Hydraulic Disc with Dual-Bore Front and Rear Calipers

Parking Brake

Park In-Transmission

## Additional Specifications

Cargo System

Lock & Ride®

Doors

Bowed 1/4 Doors

Hitch Towing Rating

1,500 lb (680.4 kg)

Hitch Type

Standard 1.25 in (3.2 cm) Receiver

Instrumentation

Single Analog Dial with 2" LCD Rider Information Center, Speedometer, Tachometer, Odometer, Tripmeter, Clock, Hour Meter, Gear Indicator, Fuel Gauge, Coolant Temperature, Volt Meter, Service Indicator and Codes, Seatbelt Reminder Light, Gear Indicator, DC Outlet

Lighting

Halogen, 55W low/ 60W high, Red LED Tail/Brake Lights

Seat Type

Bolstered Bucket Seats with Driver Seat Slider

## Tires / Wheels

Electronic Power Steering

Standard

Front Tires

27 x 9-12; GBC Dirt Commander

Rear Tires

27 x 11-12; GBC Dirt Commander

Wheels

Cast Aluminum

## Suspension

Front Shocks

FOX - 2.0 Podium X (External Reservoir Shock With 24 Adjustable Clicker Positions)

Front Suspension

Dual A-Arm with Stabilizer Bar and 12.25 in (31.1 cm) Wheel Travel

Rear Shocks

FOX - 2.0 Podium X (External Reservoir Shock With 24

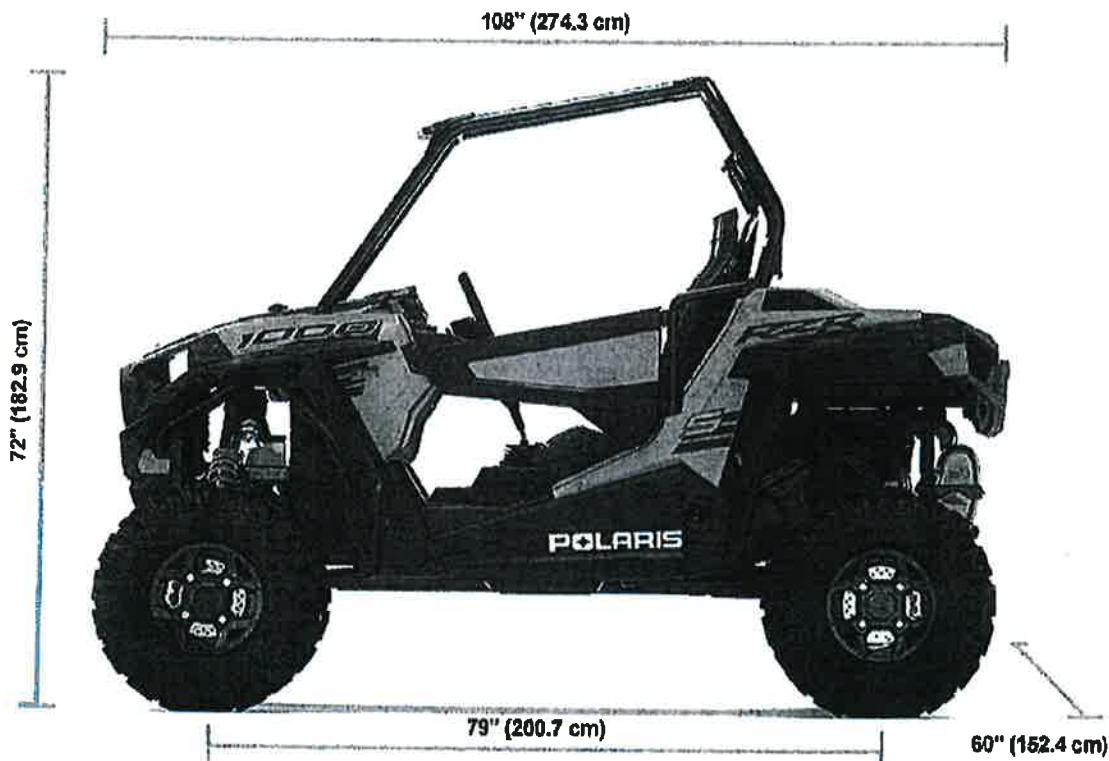
Menu **RZR S 1000**

### RZR S 1000 Specifications

**100**  
Horsepower

**60"**  
Vehicle Width

**12.5"**  
Ground Clearance



### Engine & Drivetrain

Cooling	Liquid
Cylinders Displacement	999cc
Drive System Type	High Performance True On-Demand AWD/2WD
Engine Braking System (EBS)	Standard
Engine Type	4-Stroke DOHC Twin Cylinder
Fuel System/Battery	Electronic Fuel Injection

4-Wheel Hydraulic Disc with Dual-Bore Front and Rear Callpers

Parking Brake

Park In-Transmission

## Additional Specifications

Cargo System

Lock & Ride®

Doors

Bowed 1/4 Doors

Hitch Towing Rating

1,500 lb (680.4 kg)

Hitch Type

Standard 1.25 in (3.2 cm) Receiver

Instrumentation

Single Analog Dial with 2" LCD Rider Information Center, Speedometer, Tachometer, Odometer, Tripmeter, Clock, Hour Meter, Gear Indicator, Fuel Gauge, Coolant Temperature, Volt Meter, Service Indicator and Codes, Seatbelt Reminder Light, Gear Indicator, DC Outlet

Lighting

Halogen, 55W low/ 60W high, Red LED Tail/Brake Lights

Seat Type

Bolstered Bucket Seats with Driver Seat Slider

## Tires / Wheels

Electronic Power Steering

Standard

Front Tires

27 x 9-12; GBC Dirt Commander

Rear Tires

27 x 11-12; GBC Dirt Commander

Wheels

Cast Aluminum

## Suspension

Front Shocks

2 in Walker Evans Needle

Front Suspension

Dual A-Arm with Stabilizer Bar and 12.25 in (31.1 cm) Wheel Travel

Rear Shocks

2 in Walker Evans Needle



# County of Inyo



## Health & Human Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:** HHS

**SUBJECT:** Ratification of Mental Health Performance Contract (18-95246) with the State Department of Health Care Services (DHCS) for the period July 1, 2018 through June 30, 2021.

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**RECOMMENDED ACTION:**

Request Board ratify and approve the performance contract between Inyo County Behavioral Health and the State of California Department of Health Care Services for the provision of county mental health services for the period of July 1, 2018 through June 30, 2021 and designate the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.

**SUMMARY/JUSTIFICATION:**

This contract comes before you for ratification as it was not received until September 17, 2019 for the fiscal years beginning July 1, 2018 until June 30, 2021. It was therefore received within the second year of the three year period. The Standard Performance contract sets forth the conditions that the Counties must meet to receive funds as related to the Mental Health Services Act (MHSA), the Lanterman-Petris-Short (LPS) Act for involuntary services; the Projects for Assistance in Transition from Homelessness (not accessed in Inyo), the Community Mental Health Services Grant (MH SBG), the Crisis Counseling Assistance and Training program (as needed for disaster), and community mental health services provided with realignment funds not related to Medi-Cal services. The contract reflects the mental health programs in the Governor's mental health budget. This is an agreement with DHCS that the County will comply with the statutory regulations and requirements that govern the planning, use, tracking and reporting of the mental health funds. The program specifications as related to MHSA are spelled out in detail. There are also general provisions such as maintenance of effort, program principles, reimbursement methods, quality assurance and improvement, performance outcomes, patients' rights, and record keeping as well as reference to the regulations that govern these areas. The performance contract includes exhibits that address funds provision, information confidentiality and security requirements, including the HIPAA Business Associate's Agreement, and two copies of the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration. The Department respectfully request your Board ratify and approve as recommended.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny approval of the performance contract. This would impact the County's ability to access



the various Mental Health funds.

**OTHER AGENCY INVOLVEMENT:**

Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies such as health care, law enforcement, and schools.

**FINANCING:**

There is no actual dollar amount specified in this contract as it is a performance contract that outlines the conditions under which funds will be released. The funds referred to in this contract are brought in as revenue into the Mental Health budget (045200).

**ATTACHMENTS:**

1. Exhibit A - Performance - FY 2018-21 - Inyo - 18-95246
2. Exhibit B - Performance - FY 2018-21 - Inyo - 18-95246
3. Exhibit D - Performance - FY 2018-21 - Inyo - 18-95246
4. Exhibit E - Performance - FY 2018-21 - Inyo - 18-95246
5. Contractor Certification
6. Standard Agreement 18-95

**APPROVALS:**

Lucy Vincent	Created/Initiated - 12/12/2019
Darcy Ellis	Approved - 12/12/2019
Marilyn Mann	Approved - 12/12/2019
Meaghan McCamman	Approved - 12/13/2019
Melissa Best-Baker	Approved - 12/13/2019
Lucy Vincent	Approved - 12/13/2019
Marshall Rudolph	Approved - 12/13/2019
Amy Shepherd	Approved - 12/13/2019
Marilyn Mann	Final Approval - 12/13/2019

**Exhibit A**  
Program Specifications

**1. Service Overview**

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act , Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness , Community Mental Health Services Block Grant , and Crisis Counseling Assistance and Training Program programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

**2. Service Location**

The services shall be performed at appropriate sites as described in this contract.

**3. Service Hours**

The services shall be provided during times required by this contract.

**4. Project Representatives**

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

<b>Department of Health Care Services</b> Contract Manager: Michael Freeman  Telephone: (916) 345-7590 Fax: (916) 440-7621 Email: Michael.Freeman@dhcs.ca.gov	<b>Inyo County Health and Human Services Behavioral Health</b> Gail Zwier, PhD, Mental Health Director  Telephone: (760) 872-2590 Fax: (760) 873-3277 Email: gzwier@inyocounty.us
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**Exhibit A**  
Program Specifications

B. Direct all inquiries to:

<b>Department of Health Care Services</b>  Behavioral Health – Community Services Division/Contracts and Grants Management Section  Attention: Casey Heinzen 1500 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413  Telephone: (916) 713-8757 Fax: (916) 440-7621 Email: Casey.Heinzen@dhcs.ca.gov	<b>Inyo County Health and Human Services Behavioral Health</b>  Attention: Stephanie Tanksley 162 J Grove Street Bishop, CA, 93514  Phone: (760) 872-1319 Fax: (760) 873-3277 Email: stanksley@inyocounty.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. General Requirements for Agreement**

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,
- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental

**Exhibit A**  
Program Specifications

health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant and Community Mental Health Services Block Grant programs,

- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

**6. Services Authority**

**A. THE MENTAL HEALTH SERVICES ACT PROGRAM**

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall

**Exhibit A**  
Program Specifications

contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by December 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director") and the County's auditor-controller (or equivalent), using the DHCS-issued certification form. Data submitted shall be full and complete.

If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (c).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.
- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

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- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
  - d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
  - e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)
- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
    - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
    - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
    - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)

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- iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
- v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)
- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
- vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
- viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
- ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and

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that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)
  - c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
  - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services
  - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)
- 6) Planning Requirements and Stakeholder Involvement:
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and



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drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- 1) County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- 2) The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)
- 3) The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
  - community collaboration, as defined in California Code of Regulations, Title 9, section 3200.060;
  - cultural competence, as defined in section 3200.100;
  - client driven, as defined in section 3200.050;
  - family driven, as defined in section 3200.120;

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- wellness, recovery and resilience focused; and integrated service experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

- 7) County Requirements for Handling MHSA Funds
- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
  - b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at [http://www.sco.ca.gov/pubs\\_guides.html](http://www.sco.ca.gov/pubs_guides.html), (Gov. Code, § 30200), except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.
- 8) Department Compliance Investigations:
- DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)
- 9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:
- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may

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request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)

- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:
  - 1) Withhold part or all State mental health funds from County.
  - 2) Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
  - 3) Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

**B. BRONZAN-McCORQUODALE ACT**

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living

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the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive. (Welf. & Inst. Code, § 5614, subd. (b)(4))
- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

**C. LANTERMAN-PETRIS-SHORT ACT**

1) Description

The LPS Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS,

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the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)

- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)
- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.5, inclusive. In addition, a County that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

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**D. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS PROGRAM (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)**

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**E. COMMUNITY MENTAL HEALTH SERVICES GRANT PROGRAM (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x-1 et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds (known as Mental Health Block Grant (MHBG)). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/MHBG.aspx>.

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If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**F. CRISIS COUNSELING ASSISTANCE AND TRAINING PROGRAM (42 U.S.C. § 5183)**

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
  - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration;
  - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
  - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms,

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supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)
- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:  
<https://www.samhsa.gov/dtac/ccp-toolkit>.

## **7. Reporting and Data Submission Requirements**

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290cc-35 and 300x through 300x-9, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
  - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)



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- 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.
  - 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
  - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
  - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
  - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
  - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
  - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- i. Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
  - ii. If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction..
  - iii. Make diligent efforts to minimize errors on the CSI error file.
  - iv. Correct all errors on the CSI error file.
  - v. Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.
- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information

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and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

**8. Special Terms and Conditions**

A. Audit and Record Retention

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

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

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

- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
  - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.

**B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant and Community Mental Health Services Grant Program**

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph B, Projects for Assistance in Transition from Homelessness Program, or subparagraph C, Community Mental Health Services Grant Program, the Contractor must seek resolution using the process outlined below.

**Exhibit A**  
Program Specifications

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Mental Health Management and Outcomes Reporting Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

**Department of Health Care Services**

Behavioral Health – Community Services Division/Contracts and Grants Management Section  
Attention: Casey Heinzen  
1500 Capitol Avenue, MS 2704  
P.O. Box Number 997413  
Sacramento, CA, 95899-7413

C. Novation

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

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a

**Exhibit A**  
Program Specifications

waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.

- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.
- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:  
  
California Department of Health Care Services  
Behavioral Health – Community Services Division  
  
Operations Branch  
Contracts and Grants Management Section  
e-mail: MHSa@dhcs.ca.gov.
- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

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

**Exhibit A**  
Program Specifications

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed.

**Exhibit A, Attachment I**

## Request for Waiver

**Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code**

\_\_\_\_\_ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
  - Number of the facility's beds designated for involuntary treatment
  - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
  - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

**Exhibit B**  
**Funds Provision**

**1. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Inyo County Health and Human Services Behavioral Health or to furnish any other considerations under this Agreement and Inyo County Health and Human Services Behavioral Health shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Inyo County Health and Human Services Behavioral Health to reflect the reduced amount.



**Exhibit D**  
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
  - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
  - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

**Exhibit D**  
Information Confidentiality and Security Requirements

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

**A. Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

**1) Personnel Controls**

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**2) Technical Security Controls**

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

**Exhibit D**

## Information Confidentiality and Security Requirements

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction.** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

**Exhibit D**

## Information Confidentiality and Security Requirements

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**3) Audit Controls**

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**Exhibit D**

## Information Confidentiality and Security Requirements

**4) Business Continuity / Disaster Recovery Controls**

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**5) Paper Document Controls**

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

**Exhibit D**

## Information Confidentiality and Security Requirements

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

***Discovery and Notification of Breach. Notice to DHCS:***

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

**Exhibit D**

Information Confidentiality and Security Requirements

**E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

**7. Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

**8. Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

**9. Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

## **EXHIBIT E**

### **PRIVACY AND INFORMATION SECURITY PROVISIONS**

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.



**EXHIBIT E-1**

**HIPAA Business Associate Addendum**

**1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act. To the extent that data is both PHI or ePHI and Personally

Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

## **2. Definitions.**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be

used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

### **3. Terms of Agreement.**

A. **Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. **Prohibited Uses and Disclosures**

- 1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for

which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

#### D. **Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
  - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this

Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
  - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.
  - b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon

Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

- i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
- ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

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

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of



the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the

form, to the extent known at that time, to the Information Protection Unit.

- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California,

Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
  
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>Department Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
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<p>See the Exhibit A, Scope of Work for Program Contract Manager information</p>	<p>Information Protection Unit  c/o: Office of HIPAA  Compliance Department of Health Care Services  P.O. Box 997413, MS 4722  Sacramento, CA 95899-7413  (916) 445-4646; (866) 866-0602</p> <p>Email:  <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a></p> <p>Fax: (916) 440-7680</p>	<p>Information Security Officer  DHCS Information Security Office  P.O. Box 997413, MS 6400  Sacramento, CA 95899-7413</p> <p>Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a></p> <p>Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874</p> <p>Fax: (916)440-5537</p>
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13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:

- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
- b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.

14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

**E. Obligations of the Department.**

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor’s permitted or required uses and disclosures.
- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to

the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

#### **F. Audits, Inspection and Enforcement**

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

#### **G. Termination.**

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:
  - a. Provide an opportunity for Contractor to cure the breach or

end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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**EXHIBIT E-2****Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA****1. Recitals.**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
  - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
  - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security

Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

## 2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.



- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

### 3. Terms of Agreement

#### A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

#### B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
  - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
  - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.
- 4) Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use

or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.

- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the

Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b.** Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

  - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the

information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- g.** If Contractor has reason to believe that duplicate reporting of

the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>Department Program Contract</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a> Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

**10) Designation of Individual Responsible for Security**

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

## EXHIBIT E-3

### Miscellaneous Terms and Conditions

#### Applicable to Exhibit E

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
  
- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
  - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
  - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
  
- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.
- 10) **No Waiver of Obligations.** No change, waiver or discharge of any



liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

- 11) Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

**Attachment A**  
Data Security Requirements

**1. Personnel Controls**

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

**2. Technical Security Controls**

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- 1) Upper case letters (A-Z)
  - 2) Lower case letters (a-z)
  - 3) Arabic numerals (0-9)

- 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### 3. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### 4. Business Continuity / Disaster Recovery Controls

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

### 5. Paper Document Controls

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractors locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Inyo	95-6005445

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	Inyo

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in



whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

##### a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

**RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other government entity.

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18-95246

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Inyo County Health and Human Services Behavioral Health

2. The term of this Agreement is:

START DATE

July 1, 2018

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Program Specification (including Special Terms and Conditions)	21
Exhibit A	Attachment I - Request for Waiver	1
Exhibit B	Funds Provision	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D	Information Confidentiality and Security Requirements	7
Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

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

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

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

**CONTRACTOR**

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

Inyo County Health and Human Services Behavioral Health

CONTRACTOR BUSINESS ADDRESS

162 J Grove Street

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

Gail Zwier, PhD

TITLE

Mental Health Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>18-95246</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1000 G Street, 4th Floor, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carrie Talbot

TITLE

SSM I

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code §14703



# County of Inyo



## Health & Human Services - Behavioral Health

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 7, 2020

**FROM:** Meaghan McCamman

**SUBJECT:** Annual contract amendment to the multi-year 2017-2020 Substance Use Disorder Prevention and Treatment Block Grant

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the 2017-2020 Substance Use Disorder Prevention and Treatment Block Grant (SABG) Contract between the County of Inyo and the Department of Health Care Services (DHCS) and authorize the HHS Director to sign two (2) Standard Agreement Amendments (Form STD 213A) and associated documents.

**SUMMARY/JUSTIFICATION:**

This annual amendment to the multi-year SABG contract includes minor changes to the contract, including changes to medical necessity criteria and reimbursement for inpatient hospital programs for substance abuse, as well as an increase of \$2,070 to the grant amount, for a total of \$1,293,835 for the period ending June 30, 2020. We respectfully request your board approve SABG Contract Amendment No. 17-94131 A02.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The board could elect not to approve the amendment to the multi-year SABG contract, which may make it impossible for HHS to draw down the final year of our multi-year grant.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

No County General Funds. These are Federal funds (SABG) that are recognized in the SUD (045315) budget in object code Federal Other (4552).

**ATTACHMENTS:**

1. A02 213A - SABG - FY 2017-2020 - Inyo
2. A02 Exhibit A Attachment I A2 - SABG - FY 2017-20 - Inyo
3. A02 Exhibit B A2 - SABG - FY 2017-2020 - Inyo

4. A02 Exhibit B, Attachment I A2- SABG - FY 2017-2020 - Inyo
5. A02 Exhibit-D(F) - SABG - FY 2017-20 - Inyo
6. A02 Civil Rights - SABG - FY 2017-2020 - Inyo
7. A02 CCC - SABG - FY 2017-2020 - Inyo

**APPROVALS:**

Rhiannon Baker	Created/Initiated - 12/13/2019
Darcy Ellis	Approved - 12/13/2019
Marilyn Mann	Approved - 12/13/2019
Melissa Best-Baker	Approved - 12/13/2019
Marshall Rudolph	Approved - 12/13/2019
Amy Shepherd	Approved - 12/13/2019
Marilyn Mann	Final Approval - 12/16/2019

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213A\_DHCS (Rev. 04/19)

Check here if additional pages are added: 68 Page(s)

Agreement Number <b>17-94131</b>	Amendment Number <b>A02</b>
Registration Number:	

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

State Agency's Name <b>Department of Health Care Services</b>	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name <b>County of Inyo</b>	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2017**  
through **June 30, 2020**
3. The maximum amount of this **\$ 1,293,835**  
Agreement after this amendment is: **One Million, Two Hundred Ninety-Three Thousand, Eight Hundred Thirty-Five Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - I. The effective date of this amendment is the date approved by DHCS.
  - II. **Purpose of amendment:** This amendment modifies the terms and conditions as outlined in the original contract and increases budget year 3.
  - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
  - IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$2,070 and is amended to read: ~~\$1,291,765.00 (One Million, Two Hundred Ninety-One Thousand, Seven Hundred Sixty-Five Dollars).~~ **\$1,293,835.00 (One Million, Two Hundred Ninety-Three Thousand, Eight Hundred Thirty-Five Dollars).**

→ (Continued on next page)

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>County of Inyo</b>		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Marilyn Mann, HHS Assistant Director,</b>		
Address <b>163 May Street Bishop, CA 93514</b>		
<b>STATE OF CALIFORNIA</b>		
Agency Name <b>Department of Health Care Services</b>		<input type="checkbox"/> Exempt per: <b>W&amp;I Code 14087.4</b>
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Carrie Talbot, SSMI, Contracts Section</b>		
Address <b>1000 G Street, 4<sup>th</sup> Floor, MS 4200, P.O. Box 997413, Sacramento, CA 95899-7413</b>		



- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit A, Attachment I A2 – Program Specifications (25 pages)

All references to Exhibit A, Attachment I A1 – Program Specifications, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit A, Attachment I A2 – Program Specifications. Exhibit A, Attachment 1 A1 – Program Specifications is hereby replaced in its entirety by the revised exhibit.

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A2 – Budget Detail and Payment Provisions (14 pages)

All references to Exhibit B A1 – Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B A2 – Budget Detail and Payment Provisions. Exhibit B A1 – Budget Detail and Payment Provisions is hereby replaced in its entirety by the revised exhibit.

- VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B, Attachment I A2 – Funding Amounts (1 page)

All references to Exhibit B Attachment I A1 – Funding Amounts, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B Attachment I A2 – Funding Amounts. Exhibit B Attachment I A1 – Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.

- VIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit D(F) – Special Terms and Conditions (27 pages)

All references to Exhibit D(F) – Special Terms and Conditions (rev 8/17) in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit D(F) – Special Terms and Conditions (rev 03/19). Exhibit D(F) – Special Terms and Conditions is hereby replaced in its entirety by the attached revised exhibit with the revision date of 3/19.

- IX. All other terms and conditions shall remain the same.

**Exhibit A, Attachment I A2  
Program Specifications**

**Part I - Substance Use Disorder Prevention and Treatment Block Grant Services**

**Section 1 - Formation and Purpose**

A. Authority

1. This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor, under the authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC), and with the approval of Contractor's County Board of Supervisors (or designee), for the purpose of providing alcohol and drug services, and shall be reimbursed pursuant to Exhibit A, Attachment I. DHCS and the Contractor identified in the Standard Agreement are the sole parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Federal Award Subrecipient

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Contract is a subaward of the federal award to DHCS.
2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 CFR Part 200, as codified by the U.S. Department of Health and Human Services (HHS) at 45 CFR Part 75.
3. As a subrecipient, the Contractor shall:
  - a) Maintain effective internal control over the SABG funds.
  - b) Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.
  - c) Evaluate and monitor its activities and the activities of all subcontractors for compliance with applicable statutes, regulations, and terms and conditions of the subaward.
  - d) Address any instances of noncompliance promptly, including noncompliance identified in audit findings.
4. The Contractor shall disclose, in writing to DHCS, any potential conflict of interest in accordance with HHS' grant policy.  
(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsqps107.pdf>).

**Exhibit A, Attachment I A2  
Program Specifications**

5. The Contractor shall timely disclose, in writing to DHCS, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant. If the Contractor fails to make a required disclosure, DHCS may seek those remedies described in 45 CFR Section 75.371.
6. The Contractor shall have a single audit performed in accordance with the audit requirements set forth in 45 CFR Part 75, Subpart F.

**C. Control Requirements**

1. Performance under the terms of this Exhibit A, Attachment I, Part I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the Contractor and its subcontractors for any failure to comply with these requirements:
  - a) HSC, Division 10.5, Part 2 commencing with Section 11760.
  - b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
  - c) Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
  - d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
  - e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
  - f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
  - g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
  - h) Title 42, CFR, Sections 8.1 through 8.6.
  - i) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

**Exhibit A, Attachment I A2  
Program Specifications**

- j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2. The provisions of this Exhibit A, Attachment I, Part I, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
- 3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
- 4. Driving-Under-the-Influence Program Requirements (Documents 1C) contains additional requirements that shall be adhered to by the Contractor.
- 5. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to this Contract as Document 2F(b), incorporated by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Contract shall not require a formal amendment.

**Section 2 – General Provisions**

**A. Restrictions on Salaries**

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at [https://grants.nih.gov/grants/policy/salcap\\_summary.htm](https://grants.nih.gov/grants/policy/salcap_summary.htm). SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

**B. Primary Prevention**

- 1. The SABG regulation defines "Primary Prevention Programs" as those programs "directed at individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121), and "a comprehensive prevention program

## Exhibit A, Attachment I A2 Program Specifications

which includes a broad array of prevention strategies directed at individuals not identified to be in need of better treatment” (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The Contractor shall expend not less than its allocated amount of the SABG Primary Prevention Set-Aside funds on primary prevention as described in the SABG requirements (45 CFR 96.124).

2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration’s Strategic Prevention Framework (SPF) in developing the plan as described at <http://www.samhsa.gov/capt/applying-strategic-prevention-framework>. DHCS will only approve SPP’s that demonstrate that the Contractor utilized the SPF. Contractor shall:
  - a) Follow DHCS guidelines provided in the SPP Workbook for Counties utilizing the SPF ([http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SPP\\_Workbook.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SPP_Workbook.pdf)).
  - b) Begin preparing a new SPP by October 1 of the year prior to the expiration date of the current SPP.
  - c) Submit a timeline, no later than October 1 of the year prior to the expiration date of the current SPP, for approval to DHCS Prevention Analyst that includes proposed dates for submitting each chapter of the SPP (outlined in the SPP Workbook).
  - d) Submit drafts of each SPP chapter to DHCS Prevention Analyst for review and approval according to the approved timeline.
  - e) Submit a completed draft of the SPP to DHCS Prevention Analyst no later than May 31<sup>st</sup> that includes the previously approved chapters for final review and approval.
  - f) Provide an electronic copy of the final SPP to DHCS Prevention Analyst within 10 business days of approval and input planning data from the approved SPP into the Primary Prevention Substance Use Disorder Data Service (PPSDS) according to the PPSDS Data Quality Standards (<http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disord>

**Exhibit A, Attachment I A2  
Program Specifications**

[er-PPFD/PPSDS Data Quality Standards.pdf](#)).

C. Friday Night Live

Contractors and subcontractors receiving SABG Friday Night Live (FNL) funding must:

1. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>.
2. Use the prevention data collection and reporting service for all FNL reporting including profiles and chapter activity.
3. Follow the FNL Data Entry Instructions for the PPSDS as provided by DHCS.
4. Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Collaborative and the California Friday Night Live Partnership. Contractors that do not meet the MIGS requirements shall obtain technical assistance and training services from the California Friday Night Live Partnership and develop a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements for the next review.

D. Perinatal Practice Guidelines

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines FY 2018-19 are attached to this Contract as Document 1G, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

- E. Funds identified in this Contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described in subchapter XVII of Chapter 6A of Title 42, the USC.
- F. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment
1. Contractor may use SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in

**Exhibit A, Attachment I A2  
Program Specifications**

short term (up to 24 months) transitional housing and recovery residences. SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), may also be used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities. For specific guidelines on the use of SABG funds for room and board, please refer to the SABG Policy Manual.

**G. Restrictions on Use of SABG Funds to Pay for Services Reimbursable by Medi-Cal**

1. Contractor shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.
2. The Contractor may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
3. If the Contractor utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the Contractor shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

**Section 3 - Performance Provisions**

**A. Monitoring**

1. Contractor's performance under this Exhibit A, Attachment I, Part I, shall be monitored by DHCS during the term of this Contract. Monitoring criteria shall include, but not be limited to:
  - a) Whether the quantity of work or services being performed conforms to Exhibit B.
  - b) Whether the Contractor has established and is monitoring appropriate quality standards.
  - c) Whether the Contractor is abiding by all the terms and requirements of this Contract.
  - d) Whether the Contractor is abiding by the terms of the Perinatal Practice Guidelines (Document 1G).
  - e) Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports shall be sent by secure, encrypted e-mail to:

[SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov) or

**Exhibit A, Attachment I A2  
Program Specifications**

Substance Use Disorder – Program, Policy, and Fiscal Division  
Performance and Integrity Branch  
Department of Health Care Services  
PO Box 997413, MS-2627  
Sacramento, CA 95899-7413

2. Failure to comply with the above provisions shall constitute grounds for DHCS to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract, or both.

**B. Performance Requirements**

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
  - a) Lack of educational materials or other resources for the provision of services.
  - b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.
  - c) Institutional, cultural, and/or ethnicity barriers.
  - d) Language differences.
  - e) Lack of service advocates.
  - f) Failure to survey or otherwise identify the barriers to service accessibility.
  - g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the ~~“List of Exhibit A, Attachment I “Documents Incorporated by Reference,” for Fiscal Year 2017-18”~~ which is attached to this Exhibit, ~~A, Attachment I.~~
4. The funds described in Exhibit A, Attachment I shall be used exclusively for providing alcohol and/or drug program services.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or



**Exhibit A, Attachment I A2  
Program Specifications**

auditing reviews of the county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a Corrective Action Plan (CAP). The Contractor in coordination with its subcontracted provider shall submit a CAP to DHCS within the designated timeframe specified by DHCS. The CAP shall be sent by secure, encrypted e-mail to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov) or

Substance Use Disorder - Program, Policy, and Fiscal Division  
Performance and Integrity Branch  
Department of Health Care Services  
PO Box 997413, MS-2621  
Sacramento, CA 95899-7413

6. The CAP shall:
  - a) Restate each deficiency.
  - b) List all of actions to be taken to correct each deficiency.
  - c) Identify the date by which each deficiency shall be corrected.
  - d) Identify the individual who will be responsible for correction and ongoing compliance.
7. DHCS will provide written approval of the CAP to the Contractor within 30 calendar days. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
8. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

**C. Sub-recipient Pre-Award Risk Assessment**

Contractor shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Contractor shall review the merit and risk associated with all potential subcontractors annually prior to making an award.

Contractor shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

**Exhibit A, Attachment I A2  
Program Specifications**

**Section 4 - Investigations and Confidentiality of Administrative Actions**

- A. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

**Part II – General**

- A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

- B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

- D. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

- E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**Exhibit A, Attachment I A2  
Program Specifications**

**F. Debarment and Suspension**

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

**G. Restriction on Distribution of Sterile Needles**

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**H. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

**1. Trading Partner Requirements**

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

**Exhibit A, Attachment I A2  
Program Specifications**

- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete,

**Exhibit A, Attachment I A2  
Program Specifications**

and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

**I. Nondiscrimination and Institutional Safeguards for Religious Providers**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

**J. Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

**K. Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

**L. Intravenous Drug Use (IVDU) Treatment**

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

**M. Tuberculosis Treatment**

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**Exhibit A, Attachment I A2  
Program Specifications**

N. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

R. Perinatal Practice Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are

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established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

**S. Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**T. Nondiscrimination in Employment and Services**

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

**U. Federal Law Requirements:**

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

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8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access



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to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Y. Subcontract Provisions

Contractor shall include all of the foregoing Part II general provisions in all of its subcontracts.

**Part III – Reporting Requirements**

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. The Contractor shall complete the following:

1. Quarterly Federal Financial Management Report (QFFMR)
  - a) The Contractor shall submit the QFFMR Form 5089 located: [http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). The Contractor shall submit the QFFMR describing the preceding quarter's SABG expenditure by March 1, June 1, September 1, and December 1 of each year.
2. SABG Quarterly Ledger Detail
  - a) The Contractor shall submit Form 5117 located: [http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). This form shall serve as backup detail for the QFFMR. The Contractor shall submit Form 5117 by March 1, June 1, September 1, and December 1 of each year.
3. Budget Plan Report
  - a) The Contractor shall submit Form 5116 located:

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[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). This form shall set forth the budget for all funds from all sources that the Contractor intends to use to provide alcohol and other drug abuse services. The Contractor shall submit the form annually by May 15.

**B. California Outcomes Measurement System for Treatment (CalOMS-Tx)**

The CalOMS-Tx business rules and requirements are:

1. Contractor shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with a vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from the new or modified system.
3. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls. Contractor staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards. All new CalOMS-Tx

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users, whether employed by the Contractor or its subcontractors, shall participate in CalOMS-Tx trainings prior to inputting data into the system.

8. Contractor shall implement and maintain a system that complies with the CalOMS-Tx data collection system requirement for electronic submission of CalOMS-Tx data.
9. Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions, ~~and Exhibit F, Attachment I – Social Security Administration Agreement.~~

**C. Primary Prevention Substance Use Disorder Data Service**

The Primary Prevention Substance Use Disorder Data Service (PPSDS) business rules and requirements are:

1. Contractors and/or subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, Contractor shall comply with the PPSDS Data Quality Standards ([http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS\\_Data\\_Quality\\_Standards.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf)).
2. Contractor shall report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10<sup>th</sup> day of the following month.
3. Contractor shall review all data input into the prevention data collection service on a quarterly basis. Contractor shall verify that the data meets the PPSDS Data Quality Standards. Certification is due by the last day of the month following the end of the quarter.
4. If Contractor cannot meet the established due dates, a written request for an extension shall be submitted to DHCS Prevention Analyst 10 calendar days prior to the due date and must identify the proposed new due date. Note that extensions will only be granted due to system or service failure or other extraordinary circumstances.
5. In order to ensure that all persons responsible for prevention data entry have sufficient knowledge of the PPSDS Data Quality Standards, all new users of the service, whether employed by the Contractor or its subcontractors, shall participate in PPSDS training prior to inputting any data.

**D. System Failures and Contractor Obligations Regarding CalOMS-Tx and PPSDS Reporting Requirements**

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1. If the Contractor experiences system or service failure or other extraordinary circumstances of CalOMS Tx that affects its ability to submit timely CalOMS-Tx data. Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov).
  2. If the Contractor is unable to submit CalOMS Tx data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted prior to the data submission deadline at: [SUDCalomssupport@dhcs.ca.gov](mailto:SUDCalomssupport@dhcs.ca.gov). The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before SABG payments are withheld.
  3. If the Contractor experiences system or service failure or other extraordinary circumstances of PPSDS that affects its ability to submit timely PPSDS data, the Contractor shall report the problem to the PPSDS Help Desk at (916) 552-8933 or [PrimaryPvSUDData@dhcs.ca.gov](mailto:PrimaryPvSUDData@dhcs.ca.gov).
  4. If the Contractor is unable to submit PPSDS data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted to the assigned DHCS Prevention Analyst prior to the data submission deadline and must identify the proposed new due date.
  5. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
  6. Contractor shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.
  7. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.
- E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
2. The Contractor shall ensure that treatment providers who reach or exceed 90

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percent of their dedicated capacity, report this information to [DHCSOWPS@dhcs.ca.gov](mailto:DHCSOWPS@dhcs.ca.gov) within seven days of reaching capacity.

3. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10<sup>th</sup> of the month following the report activity month.
4. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
5. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov) before the established data submission deadlines. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before SABG payments are withheld pursuant to 45 CFR Section 75.371 and HSC Section 11817.8. (See Exhibit B, Part II, Section (2)(A)(6)).
6. If DHCS experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
7. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

**F. Charitable Choice**

Contractor shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. The Contractor shall annually submit this information to DHCS' Program Support and Grants Management Branch by e-mail at [CharitableChoice@dhcs.ca.gov](mailto:CharitableChoice@dhcs.ca.gov) by October 1<sup>st</sup>. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

**G. Master Provider File (MPF) Documentation Requirements**

The Department shall generate a County MPF Report for the Contractor on the last day of each month and shall send the report to the Contractor. The Contractor shall review the County MPF Report and confirm whether the information, including the contract

status and identification information for each provider listed in the County MPF Report,

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is accurate and up to date.

If any information contained in the County MPF Report is inaccurate or has changed, Contractor shall send a written notification to the MPF mailbox at: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. If a Non-DMC provider's information is not accurate or has changed, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. If the contract status has changed for either a DMC or Non-DMC provider, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. Specific types of changes and/or inaccuracies include, but are not limited to, a change in an existing provider's contract status with the County, a change in scope of services, remodeling of the provider's facility, relocation or facility expansion, or closing of a facility site.

When establishing a new subcontractor relationship, the Contractor shall submit the "New Provider Information Form (Non-DMC) Form" to request a new record be created in the MPF database to identify the new subcontractor. A new CalOMS Data Reporting Number (DRN) will be assigned to the facility. The Contractor's obligation to review the accuracy of the records of their sub-contracted provider(s) extends to all county and out-of-county SUD providers, regardless of the funding source or DHCS licensing and/or certification status.

All SUD Provider Information forms can be requested from the MPF Team through the electronic mail address: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov)

H. Failure to meet required reporting requirements shall result in:

1. A Notice of Deficiency (Deficiencies) issued to Contractor regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to the DHCS within 30 days.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS shall withhold funds until all data is submitted. DHCS shall inform the Contractor when funds will be withheld.

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**Part IV – Definitions**

**Section 1 - General Definitions**

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.
- C. **"Corrective Action Plan (CAP)"** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.
- E. **"Days"** means calendar days, unless otherwise specified.
- F. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SABG services to persons eligible for Contractor's services.
- G. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by DHCS for the current fiscal year.
- H. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by DHCS. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- I. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.
- J. **"Key points of contact"** means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem

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resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.

- K. **"Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.
- L. **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M. **"SABG Amount"** means the contracted amount of SABG funds for services agreed to by DHCS and the Contractor.
- N. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use disorder services hereunder.
- O. **"Preliminary Settlement"** means the settlement of only SABG funding for counties that do include DMC funding.
- P. **"Revenue"** means Contractor's income from sources other than DHCS allocation.
- Q. **"Room and board"** means payment of the cost of the lodging (or a room) and food.
- R. **"Service Area"** means the geographical area under Contractor's jurisdiction.
- S. **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- T. **"State"** means the Department of Health Care Services or DHCS.
- U. **"Sub-recipient Pre-Award Risk Assessment"** means the Contractor's responsibility to review the merit and risk associated with all potential grant recipients prior to making an award as described in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance.
- V. **"Utilization"** means the total actual units of service used by clients and participants further defined as the count of persons with initial admissions and subsequent admission(s) to an episode of care.



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**DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

**All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:**

**<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>**

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

[https://www.law.cornell.edu/cfr/text/42/part\\_54](https://www.law.cornell.edu/cfr/text/42/part_54)

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Practice Guidelines FY 2018-19

[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)

Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017)

[http://www.dhcs.ca.gov/Documents/DHCS\\_AOD\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf)

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

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- Document 2F(b): Minimum Quality Drug Treatment Standards for SABG
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 3G: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 4 - Narcotic Treatment Programs  
<https://govt.westlaw.com/calregs/Search/Index>
- Document 3H: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 8 - Certification of Alcohol and Other Drug Counselors  
<https://govt.westlaw.com/calregs/Search/Index>
- Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)
- Document 3S: CalOMS Treatment Data Compliance Standards  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_data\\_cmpliance%20standards%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_cmpliance%20standards%202014.pdf)
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
- Document 3T(a): SAPT Authorized and Restricted Expenditures Information (April 2017)
- Document 3V : Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
- Document 5A : Confidentiality Agreement

**Exhibit B A2**  
Budget Detail and Payment Provisions

**Part I – General Fiscal Provisions**

**Section 1 – General Fiscal Provisions**

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

C. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

D. Budget Contingency Clause

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

If the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Contract with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

E. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

**Exhibit B A2**  
Budget Detail and Payment Provisions

2. Contractor shall maintain for review, audit, and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Contract to permit a determination of expense allowability.
  3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
  4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to HSC Code 11817.8(e).
- F. Maintenance of Effort for the Substance Abuse Prevention and Treatment Block Grant
1. Notwithstanding any other provision in this Contract, the Director of DHCS may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of Federal Substance Abuse Prevention and Treatment Block Grant (SABG) funds (42 United States Code (U.S.C.) Sect 300x-30).
  2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the Federal SABG Maintenance Of Effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to HSC Section 11798 subdivision(a) in an effort to maintain the statewide SABG MOE.
  3. Pursuant to HSC Section 11814(d)(3), a county shall notify DHCS in writing of proposed local changes to the county's expenditure of funds. DHCS shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain DHCS wide SABG MOE.
- G. SABG Primary Prevention Services Expenditure Requirement

Pursuant to Title 42, U.S.C. Section 300x-22(a), the Contractor shall expend a minimum of 20 percent of SABG funds for primary prevention services. The Contractor shall expend primary prevention funds for strategies, programs, and services directed at individuals who have not been determined to require treatment for a substance use disorder. These programs shall educate and counsel individuals on substance abuse and provide for activities to reduce the risk of such abuse by the individuals. The Contractor shall give priority to programs for populations that are at risk of developing a

**Exhibit B A2**  
Budget Detail and Payment Provisions

pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

H. SABG Women Services Expenditure Requirement

Pursuant to Title 42, U.S.C. 5 Section 300x-22(b) and 45 Code of Federal Regulations (CFR) 96.124(c), for each state fiscal year (SFY) the Contractor shall expend an amount of SABG funds not less than the amount expended by the Contractor in fiscal year 1994 on perinatal services, pregnant women, and women with dependent children. The Contractor shall expend that percentage either by establishing new programs or expanding the capacity of existing programs in the manner described in Exhibit G of the annual SABG allocation, "County Share of SABG Women Services Expenditure Requirements" (found at [http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/11-Exhibit\\_G.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/11-Exhibit_G.pdf)).

**Section 2 – General Fiscal Provisions – SABG**

A. Revenue Collection

Contractor shall conform to revenue collection requirements in HSC Sections 11841, by raising revenues in addition to the funds allocated by DHCS. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. **Contractor shall not collect fees from any beneficiary when Medi-Cal is billed for the same service.** Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the SABG funds allocated to the Contractor and other Contractor or subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I, Part I, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

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**Part II – Reimbursements**

**Section 1 - General Reimbursement**

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The amount payable under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213 DHCS.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year or the SABG amount, whichever is less. Changes to allocated funds will require a written amendment to the Contract.
4. For each fiscal year, DHCS may settle costs for services based on the year-end cost settlement report. The year-end cost settlement shall be the final amendment for the state fiscal year.

**Section 2 - Substance Abuse Prevention and Treatment Block Grant (SABG)**

A. Amounts Payable for SABG

1. DHCS shall reimburse the Contractor in arrears based upon quarterly invoicing.
2. Quarterly Invoicing-Quarterly Federal Financial Management Report (QFFMR)
  - a) The Contractor shall complete QFFMRs as prescribed in Exhibit A, Attachment I, Part III, Section A, Subsection 1. These quarterly QFFMRs serve as expenditure reports and invoices for payment. The Contractor shall incur expenditures before receiving payment from its allocation.

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- b) The Contractor shall submit the QFFMR describing the preceding quarter's SABG expenditure by March 1, June 1, September 1, and December 1 of each year.
  - c) DHCS shall review QFFMR reports to ensure that costs are reasonable and do not exceed the Contractor's allocation. Inaccuracies in the report shall be resolved by the Contractor prior to receiving payment.
3. Pursuant to 45 CFR Section 75.371 and HSC Section 11817.8, DHCS may withhold SABG payments if the Contractor fails to:
- a) Submit any forms and reports to DHCS by each due date, including but not limited to, forms required pursuant to Exhibit A, Attachment I, Part III.
  - b) Submit a Contract amendment within 90 days from issuance from DHCS to the Contractor.
  - c) Submit monitoring reports and attest to the completion of CAPs or services provided pursuant to this Contract.
  - d) Monitor its subcontractors pursuant to Exhibit A, Attachment I, Part I.
4. In the event DHCS withholds SABG payment, the Contractor's payment shall commence with the next scheduled payment following DHCS' receipt and acceptance of complete and accurate reports, data, or executed Contract. The payment shall include any funds withheld pursuant to Section 2(A)(5).
5. Adjustments may be made to the total Contract amount and funds may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I, Part I.

**B. Payment Provisions**

For each fiscal year, the total amount payable by DHCS to the Contractor for services provided under Exhibit A, Attachment I, Part I, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I, Part I, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds require a written amendment to the Contract. DHCS may settle costs for SABG services based on the year-end cost settlement report as the final amendment to the approved single state/county Contract.

- C. In the event of a Contract amendment, as required by the preceding paragraph, the Contractor shall submit to DHCS the information identified in Exhibit E, Section (1)(B).

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To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, DHCS and the Contractor may agree to amend the Contract after the issuance of the first Budget Act allocation.

D. Accrual of Interest

Any interest accrued from state-allocated funds and retained by the Contractor shall be used for the same purpose as DHCS-allocated funds from which the interest was accrued.

E. Expenditure Period

SABG funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21 through 300x-66, and Title 45 CFR 96.120 et seq., within the availability period of the grant award. Any SABG funds that have not been expended by the Contractor at the end of the expenditure period identified below shall be returned to DHCS for subsequent return to the Federal Government.

1. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
2. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
3. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
4. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.
5. The expenditure period of the FFY 2019 award is October 1, 2018 through June 30, 2020.

F. Contractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Sections 75.302(b)(1) through (6), and 45 CFR Section 96.30.

G. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

H. Contractors receiving SABG funds shall track obligations and expenditures by individual SABG award, including, but not limited to, obligations and expenditures for



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primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in 45 CFR Section 75.2.

I. Restrictions on the Use of SABG Funds

Contractor shall not use SABG funds provided by the Contract on the following activities:

1. Provide inpatient services.
2. Make cash payments to intended recipients of health services.
3. Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
4. Satisfy any requirement for the expenditure of SABG funds as a condition for the receipt of federal funds.
5. Provide financial assistance to any entity other than a public or nonprofit private entity.
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see [http://grants.nih.gov/grants/policy/salcap\\_summary.htm](http://grants.nih.gov/grants/policy/salcap_summary.htm).
7. Purchase treatment services in penal or correctional institutions of the State of California.
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.
9. Carry out any program prohibited by 42 USC 300x-21 and 42 USC 300ee-5 such that none of the funds provided under this Act or an amendment made by this Act shall be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the United States Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.
10. Exception regarding inpatient hospital services:
  - a) ~~Medical necessity as precondition: With respect to compliance with the agreement made under this Exhibit, Part II, Section 2(I), a State may expend a grant under 42 USC 300x-21 to provide inpatient hospital services as treatment~~

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~~for substance abuse only if it has been determined, in accordance with guidelines issued by the Secretary, that such treatment is a medical necessity for the individual involved, and that the individual cannot be effectively treated in a community-based, nonhospital, residential program of treatment.~~

b) ~~Rate of payment: In the case of an individual for whom a grant under section 300x-21 of this title is expended to provide inpatient hospital services described in paragraph (a), a funding agreement for the grant for the State involved is that the daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse.~~

**a) Contractor may expend a grant for inpatient hospital-based substance abuse programs subject to the limitations of paragraph (l)(10)(b) of this section only when it has been determined by a physician that:**

- i. The primary diagnosis of the individual is substance abuse, and the physician certifies this fact;**
- ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program;**
- iii. The Service can reasonably be expected to improve an individual's condition or level of functioning;**
- iv. The hospital-based substance abuse program follows national standards of substance abuse professional practice; and**

**b) In the case of an individual for whom a grant is expended to provide inpatient hospital services described above, the allowable expenditure shall conform to the following:**

- i. The daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, nonhospital, residential programs of treatment for substance abuse; and**
- ii. The grant may be expended for such services only to the extent that it is medically necessary, i.e., only for those days that the patient cannot be safely treated in a residential, community-based program.**

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11. Waiver regarding construction of facilities:

- a) In general: The Secretary may provide to any State a waiver of the restriction established in 42 USC 300x-31, subsection (a)(1)(C), for the purpose of authorizing DHCS to expend a grant under section 42 USC 300x-21 for the construction of a new facility or rehabilitation of an existing facility, but not for land acquisition.
- b) Standard regarding need for waiver: The Secretary may approve a waiver under 42 USC 300x-31(c), only if DHCS demonstrates to the Secretary that adequate treatment cannot be provided through the use of existing facilities and that alternative facilities in existing suitable buildings are not available.
- c) Amount: In granting a waiver under 42 USC 300x-31(c), the Secretary shall allow the use of a specified amount of funds to construct or rehabilitate a specified number of beds for residential treatment and a specified number of slots for outpatient treatment, based on reasonable estimates by DHCS of the costs of construction or rehabilitation. In considering waiver applications, the Secretary shall ensure that DHCS has carefully designed a program that will minimize the costs of additional beds.
- d) Matching funds: The Secretary may grant a waiver under 42 USC 300x-31 (c), only if DHCS agrees, with respect to the costs to be incurred by DHCS in carrying out the purpose of the waiver, to make available non-federal contributions in cash toward such costs in an amount equal to not less than \$1 for each \$1 of federal funds provided under 42 USC 300x-21.
- e) Date certain for acting upon request: The Secretary shall act upon a request for a waiver under 42 USC 300x-31 (c), not later than 120 days after the date on which the request is made.

12. Provide services reimbursable by Medi-Cal:

- a) Contractor shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.
- b) The Contractor may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
- c) If the Contractor utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the Contractor shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

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**Part III - Financial Audit Requirements**

**Section 1 - General Fiscal Audit Requirements**

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 CFR, Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
  2. To validate data reported by the Contractor for prospective contract negotiations.
  3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
  4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
  5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
  6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives.
- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.

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- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective actions as a result of its finding in any areas.

**Section 2. SABG Financial Audits**

- A. Contractor shall monitor the activities of all of its subcontractors to ensure that the SABG funds are used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the grant, and that performance goals are achieved.
- B. Contractor may use a variety of monitoring mechanisms, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. Contractor may charge federal awards for the cost of these monitoring procedures if permitted under 45 CFR 75.425.
- C. Contractor shall submit to DHCS a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual desk review or site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. On-site visits focus on compliance and controls over compliance areas. The DHCS County Monitoring Unit analyst shall make site visits to the subcontractor location(s), and can use a variety of monitoring mechanisms to document compliance requirements. The Contractor shall follow-up on any findings and the corrective actions.
  - 1. Contractor shall be responsible for any disallowance taken by the Federal Government, DHCS, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. DHCS shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any CAP in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such CAP plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within one year from the date of the plan.
- E. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. If any fiscal adjustments remain after the Contractor and subcontractor have exhausted the internal appeals process, any SABG funds outstanding shall be returned to DHCS. This section shall not apply to those grievances

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or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.

- F. If the Contractor fails to comply with federal statutes, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the subaward, including:
1. Requiring additional or more detailed financial reports.
  2. Requiring technical or management assistance.
  3. Establishing additional prior approvals.
- G. If DHCS determines that the Contractor's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:
1. Temporarily withhold cash payment pending correction of the deficiency by the Contractor.
  2. Disallow all or part of the cost of the activity or action not in compliance.
  3. Wholly or partly suspend the award activities or terminate the Contractor's subaward.
  4. Recommend that the suspension or debarment proceedings be initiated by the federal awarding agency.
  5. Withhold further federal awards.
  6. Take other remedies that may be legally available.

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**Part IV – Records**

**Section 1 - General Provisions**

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract performance and contract compliance.

Contractor shall make these records available to SAMHSA, Inspectors General, the Comptroller General, DHCS, or any of their authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.
6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for

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retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

7. The Contractor shall retain all records in accordance with the time periods outlined in 45 CFR Section 75.361.
8. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

**B. Dispute Resolution Process**

1. In the event of a dispute under this Exhibit B, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. To ensure that necessary corrective actions are taken, financial audit findings that are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.



**Exhibit B, Attachment I A2  
Funding Amounts**

Fiscal Year 2017-18	Funding Amount
	Original
SAPT Block Grant - FFY 2018 Award (10/1/17 to 6/30/19)	
Duns #: 073354573.010706687 Federal Grant #: 2B08TI010062-18	
CFDA: 93.959 FAIN: T110062-18	
- Discretionary	355,000
- Prevention Set-Aside	75,194
- Friday Night Live/Club Live	0
- Perinatal	0
- Adolescent/Youth	0
<b>TOTAL</b>	<b>430,194</b>

Fiscal Year 2018-19	Funding Amount
	A01
SAPT Block Grant - FFY 2019 Award (10/1/18 to 6/30/20)	
Duns #: 073354573.010706687 Federal Grant #: 2B08TI010062-19	
CFDA: 93.959 FAIN: T110062-19	
- Discretionary	356,183
- Prevention Set-Aside	75,194
- Friday Night Live/Club Live	0
- Perinatal	0
- Adolescent/Youth	0
<b>TOTAL</b>	<b>431,377</b>

Fiscal Year 2019-20	Funding Amount	
	Original	A02
SAPT Block Grant - FFY 2020 Award (10/1/19 to 6/30/21)		
Duns #: 073354573.010706687 Federal Grant #: 2B08TI010062-20		
CFDA: 93.959 FAIN: T110062-20		
- Discretionary	355,000	357,070
- Prevention Set-Aside	75,194	75,194
- Friday Night Live/Club Live	0	0
- Perinatal	0	0
- Adolescent/Youth	0	0
<b>TOTAL</b>	<b>430,194</b>	<b>432,264</b>

<b>ORIGINAL THREE-YEAR TOTAL</b>	<b>1,290,582</b>
<b>A01 THREE YEAR TOTAL</b>	<b>1,291,765</b>
<b>A02 THREE YEAR TOTAL</b>	<b>1,293,835</b>

**Special Terms and Conditions**

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

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

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

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

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

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## 1. Federal Equal Opportunity Requirements

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

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

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

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

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

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

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.
- g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

#### **Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the

term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,



- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
  - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
    - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
  - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
  - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
  - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
  - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
  - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## 8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## 9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Termination

### a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

### b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

## 11. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows,

methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

#### **b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or

default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

- (1) Contractor represents and warrants that:
  - (a) It is free to enter into and fully perform this Agreement.
  - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and

disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided

that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

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

#### **i. Survival**

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

### **12. Air or Water Pollution Requirements**

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

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

### **13. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

### **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

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

## 15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## 16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.



- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

#### 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

## 18. Human Subjects Use Requirements

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

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

**19. Novation Requirements**

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

**20. Debarment and Suspension Certification**

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

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

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

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**26. Four-Digit Date Compliance**

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

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

**27. Prohibited Use of State Funds for Software**

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

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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

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

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

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

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**30. Union Organizing**

(Applicable only to grant agreements.)

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

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

**31. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

## f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**32. Suspension or Stop Work Notification**

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

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

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

### **33. Public Communications**

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

### **34. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **35. Lobbying Restrictions and Disclosure Certification**

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

- a. Certification and Disclosure Requirements
  - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
  - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.



- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

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

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Printed Name of Person Signing for Contractor

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

California Department of Health Care Services

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

**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

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

Approved by OMB  
0348-0046

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

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

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

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

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

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>  County of Inyo	<i>Federal ID Number</i>  95-6005445
<i>By (Authorized Signature)</i>   	
<i>Printed Name and Title of Person Signing</i> Marilyn Mann, Director, HHS	
<i>Date Executed</i>  	<i>Executed in the County and State of</i>  Inyo, California

# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### **EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
  1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
  1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-



making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

#### RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.



"A Professional Service Agency"

## Memorandum

**To:** Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter  
**From:** Riannah, Administrative Assistant to the Sheriff  
**CC:** Board of Supervisors, CAO, Assistant to the Board  
**Date:** December 18, 2019  
**Re:** November 2019 overtime

Following, please find the amount of overtime expended and overtime balances for the month of November 2019.

Budget #	Budget	Expended
022700	Sheriff General	\$ 5,425.51
022701	Kitchen Services	\$ 2,310.34
022710	Sheriff Safety	\$ 12,694.60
022900	Jail General	\$ 7,665.11
022910	Jail Safety	\$ 8,529.27
	<b>Grand Total</b>	<b>\$ 36,624.83</b>

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.





FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Sheriff	\$17,568.00	\$29,776.00	\$24,716.00	\$13,106.00	\$20,122.00	\$16,130.00	\$15,730.00	\$22,121.00	\$14,773.00	\$15,321.00	\$17,440.00	\$22,507.00	\$229,310.00
2002-03	Sheriff	\$26,409.00	\$18,875.00	\$14,597.00	\$20,582.00	\$16,614.00	\$15,196.00	\$18,846.00	\$12,354.00	\$24,390.00	\$17,704.00	\$16,251.00	\$9,712.00	\$211,530.00
2003/04	Sheriff	\$20,852.00	\$10,562.00	\$14,292.00	\$14,577.00	\$13,484.00	\$12,317.00	\$22,540.00	\$17,773.00	\$13,934.00	\$7,070.00	12,782.00	10,218.00	\$170,201.00
2004/05	Sheriff	\$19,859.00	\$9,096.00	\$10,036.00	\$9,072.00	\$11,197.00	\$6,305.00	\$15,019.00	\$9,794.00	\$11,564.00	\$17,223.00	\$17,635.00	\$13,940.00	\$150,740.00
2005-06	Sheriff	\$24,078.00	\$18,496.00	\$12,444.00	\$15,841.00	\$11,371.00	\$15,300.00	\$19,108.00	\$16,384.00	\$17,515.00	\$13,259.00	16,317.00		\$180,113.00
2006-07	Sheriff	\$26,310.00	\$22,120.00	\$24,151.00	\$20,575.00	\$24,085.00	\$17,224.00	\$23,530.00	\$17,540.00	\$15,848.00	\$22,461.00			\$213,844.00
2007-08	Sheriff	\$35,499.00	\$17,506.00	\$31,975.00	\$15,535.00	\$20,842.00	21,968.00	\$21,705.00	\$26,047.00	\$21,586.00	\$37,145.00	\$25,116.00	\$24,931.00	\$299,855.00
2008-09	Sheriff	\$47,862.00	\$14,850.00	\$19,384.00	\$12,552.00	\$14,621.00	\$15,865.00	\$13,449.00	\$17,531.00	\$17,629.00	\$12,665.00	\$17,567.00	\$21,566.00	\$225,541.00
2009-10	Sheriff	\$25,480.00	\$17,722.00	\$18,686.00	\$16,444.00	\$23,697.00	\$24,697.00	\$23,352.00	\$13,600.00	\$16,924.00	\$13,187.00	\$15,917.00	\$11,942.00	\$221,648.00
2010-11	Sheriff	\$23,723.00	\$18,506.00	\$20,983.00	\$19,556.00	\$17,956.00	\$31,825.00	18,752.00	\$19,447.00	\$19,552.00	\$27,651.00	\$20,855.00	\$22,994.00	\$261,800.00
2011-12	Sheriff	\$19,382.00	\$21,152.00	\$26,936.00	\$25,339.63	\$22,334.58	\$20,445.96	\$15,581.82	\$13,929.99	\$15,565.63	\$19,021.51	\$22,352.19	\$16,685.35	\$238,726.66
2012-13	Sheriff	\$27,357.13	\$28,796.44	\$34,839.37	\$24,645.46	\$8,302.70	\$22,742.47	\$20,293.68	\$27,727.58	\$20,608.20	\$18,933.99	\$32,740.81	\$16,712.41	\$283,700.24
2013-14	Sheriff	\$22,010.90	\$30,004.58	\$21,924.03	\$25,386.25	\$27,705.70	\$19,269.13	\$19,804.12	\$23,103.59	\$12,812.62	\$40,657.55	\$19,427.50	\$25,615.56	\$287,721.53
2014-15	Sheriff	\$26,463.99	\$25,110.54	\$24,133.06	\$29,228.12	\$19,759.97	\$18,506.19	\$16,919.22	\$22,563.18	\$15,225.74	\$22,238.43	\$38,242.59	\$15,773.84	\$274,164.87
2015-16	Sheriff	\$24,435.78	\$24,224.23	\$25,543.55	\$38,122.69	\$21,301.83	\$17,036.08	\$17,675.83	\$17,567.44	\$24,144.24	\$23,878.96	\$35,380.97	\$16,053.54	\$285,365.14
2016-17	Sheriff	\$21,623.98	\$19,972.64	\$53,767.93	\$32,462.80	\$25,088.47	\$18,533.84	\$23,097.23	\$44,673.95	\$28,923.44	\$39,488.09	\$36,205.62	\$33,903.65	\$278,559.30

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Jail	\$6,278.00	\$10,218.00	\$10,673.00	\$5,077.00	\$6,422.00	\$5,562.00	\$5,194.00	\$11,007.00	\$11,644.00	\$10,001.00	\$8,082.00	\$5,706.00	\$95,864.00
2002-03	Jail	\$9,902.00	\$8,624.00	\$8,077.00	\$8,169.00	\$11,434.00	\$6,581.00	\$11,095.00	\$5,996.00	\$9,036.00	\$8,107.00	\$6,863.00	\$5,583.00	\$99,467.00
2003-04	Jail	\$12,206.00	\$12,147.00	\$10,471.00	\$9,547.00	\$10,858.00	\$5,343.00	\$7,927.00	\$4,693.00	\$7,235.00	\$3,568.00	\$5,118.00	\$7,077.00	\$96,190.00
2004-05	Jail	\$9,905.00	\$5,186.00	\$8,294.00	\$5,080.00	\$5,598.00	\$3,972.00	\$7,773.00	\$5,178.00	\$5,490.00	\$9,208.00	\$6,489.00	\$6,684.00	\$78,857.00
2005-06	Jail	\$9,945.00	\$9,954.00	\$7,576.00	\$10,669.00	\$10,621.00	\$6,505.00	\$10,788.00	\$9,434.00	13,564.00	\$9,968.00	\$10,325.00		\$109,349.00
2006-07	Jail	\$18,236.00	\$12,222.00	\$14,583.00	\$12,005.00	\$11,769.00	\$6,129.00	\$16,260.00	\$13,128.00	\$8,156.00	\$12,013.00			\$124,501.00
2007-08	Jail	\$23,401.00	\$13,877.00	\$17,485.00	\$13,537.00	\$10,586.00	\$7,076.00	\$6,721.00	\$6,914.00	\$12,160.00	\$22,521.00	\$14,780.00	\$17,172.00	\$166,230.00
2008-09	Jail	\$14,812.00	\$14,465.00	\$12,613.00	\$7,671.00	\$9,841.00	\$9,357.00	\$7,643.00	\$12,196.00	\$9,702.00	\$9,997.00	\$15,558.00	\$9,581.00	\$133,436.00
2009-10	Jail	\$14,060.00	\$13,756.00	\$12,679.00	\$9,414.00	\$7,094.00	\$8,186.00	\$4,464.00	\$4,316.00	\$5,379.00	\$9,334.00	\$7,729.00	\$8,418.00	\$104,829.00
2010-11	Jail	\$10,231.00	\$7,691.00	\$7,797.00	\$4,241.00	\$5,946.00	\$7,441.00	\$7,761.00	\$8,759.00	\$8,013.00	\$10,387.00	\$7,855.00	\$7,666.00	\$93,788.00
2011-12	Jail	\$7,868.00	\$9,148.00	\$13,791.00	\$13,821.61	\$11,131.78	\$6,091.73	\$6,358.72	\$7,627.21	\$16,459.92	\$8,133.22	\$3,511.28	5,396.13	\$109,338.60
2012-13	Jail	\$9,851.94	\$22,987.52	\$9,693.45	\$10,652.10	\$7,537.09	\$12,630.63	\$7,947.40	\$9,120.59	\$9,585.65	\$6,475.67	\$14,055.81	\$8,517.89	\$129,055.74
2013-14	Jail	\$7,229.83	\$11,249.70	\$11,630.13	\$7,756.07	\$20,472.26	\$14,211.87	\$16,385.86	\$8,399.09	\$9,993.15	\$25,089.23	\$13,038.21	\$22,289.16	\$167,760.40
2014-15	Jail	\$14,641.52	\$15,248.17	\$19,078.03	\$23,753.40	\$17,004.70	\$14,894.58	\$12,924.38	\$15,169.08	\$15,819.74	\$13,511.76	\$27,217.52	\$18,414.59	\$207,677.47
2015-16	Jail	\$17,646.35	\$20,388.98	\$10,739.47	\$24,152.37	\$14,887.81	\$13,140.45	\$15,147.73	\$13,187.70	\$16,463.62	\$11,935.64	\$28,695.13	\$13,643.97	200,029.22
2016-17	Jail	\$11,727.04	\$15,302.99	\$20,904.69	\$14,220.17	\$13,782.16	\$9,788.37	\$11,808.54	\$18,898.78	\$12,321.48	\$19,361.13	\$18,131.76	\$13,376.70	\$126,025.57

TOTAL FY 2005-06	\$289,456.00	Average for 12 month	\$26,314.00
TOTAL FY 2006-07	\$338,345.00	Average for 11 months	\$30,758.64
TOTAL FY 2007-08	\$466,805.00	Average for 12 months	\$38,840.31
TOTAL FY 2008-09	\$358,977.00	Average for 12 months	\$29,914.75
TOTAL FY 2009-10	\$326,477.00	Average for 12 month	\$27,206.41
TOTAL FY 2010-11	\$355,588.00	Average for 12 month	\$29,632.33
TOTAL FY 2011-12	\$346,065.26	Average for 12 month	\$28,831.77
TOTAL FY 2012-13	\$412,755.98	Average for 11 month	\$34,396.33
TOTAL FY 2013-14	\$455,482.93	Average for 12 month	\$37,956.91
TOTAL FY 2014-15	\$481,842.34	Average for 12 month	\$40,153.53*
TOTAL FY 2015-16	\$485,394.36	Average for 12 months	\$40,449.53*
TOTAL FY 2016-17	\$404,584.87	Average for 12 months	\$33,715.41

\*Does not include jail kitchen services overtime – began including kitchen services 1-16

LOCAL POLICE AND SAIL OVERTIME REPORTS

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Sheriff							\$11,431.27	\$16,517.07	\$11,888.82	\$10,438.75	\$10,805.87	\$9,310.89	\$70,392.67
1991-92	Sheriff	\$15,462.13	\$13,296.38	\$16,410.77	\$16,611.39	\$16,590.17	\$10,124.27	\$19,472.29	\$20,262.10	\$18,235.05	\$21,753.68	\$17,614.92	\$13,814.82	\$199,647.97
1992-93	Sheriff	\$22,655.27	\$21,269.55	\$27,322.32	\$14,728.53	\$8,522.72	\$11,767.60	\$7,074.76	\$8,183.73	\$10,228.68	\$16,106.16	\$21,304.16	\$12,040.58	\$181,204.06
1993-94	Sheriff	\$12,194.84	\$12,880.26	\$11,796.20	\$19,656.88	\$9,736.05	\$10,453.40	\$14,047.46	\$10,747.67	\$13,729.75	\$15,248.90	\$13,850.25	\$12,729.83	\$157,071.49
1994-95	Sheriff	\$19,768.43	\$17,650.58	\$16,382.17	\$8,178.84	\$7,514.05	\$5,283.38	\$8,265.57	\$6,077.04	\$4,821.38	\$7,312.77	\$5,826.53	\$6,107.30	\$115,188.04
1995-96	Sheriff	\$10,267.77	\$8,811.96	\$7,581.31	\$8,941.34	\$5,194.86	\$2,945.02	\$7,671.86	\$6,285.61	\$3,953.81	\$6,757.84	\$7,095.62	\$4,022.16	\$79,529.16
1996-97	Sheriff	\$5,717.13	\$9,947.00	\$7,858.83	\$8,458.00	\$15,222.00	\$14,247.00	\$9,382.00	\$6,171.00	\$11,184.51	\$12,575.00	\$15,159.00	\$11,174.00	\$127,095.47
1996/97	Holiday	\$7,483.00	Not Available	\$12,293.84	\$4,296.00	\$5,250.00	-0-	\$14,033.00	\$11,063.00	-0-	-0-	\$5,387.00		\$59,805.84
1997-98	Sheriff	\$9,946	\$10,073.00	\$8,826.00	\$11,306	\$5,821.00	\$6,832.00	\$5722.00	\$11,354.00	\$12,618.00	\$18,161.00	\$11,419.00	\$11,603.00	\$123,681.00
1998-99	Sheriff	\$14,265	\$13,893.00	\$13,762.00	\$12,770.00	\$10,203.00	\$10,119.00	\$17,714.00	\$14,606.00	\$16,394.00	\$9,834.00	\$15,710.00	\$15,312.00	\$164,582.00
1999-20	Sheriff	\$18,980.00	\$15,700.00	\$18,380.00	\$12,235.00	\$13,968.00	\$12,751.00	\$15,919.00	\$10,134.00	\$18,225.00	\$14,697.00	\$13,545.00	\$21,715.00	\$186,249.00
2000-01	Sheriff	\$17,948.00	\$13,273.00	\$12,379.00	\$15,270.00	\$12,629.00	\$13,537.00	\$15,019.00	\$18,333.00	\$9,206.00	\$15,085.00	\$10,156.00	\$14,809.00	\$167,644.00

FY Year	Bud get	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Jail							\$8,961.35	\$9,734.76	\$8,144.51	\$8,780.58	\$7,034.26	\$8,454.56	\$51,110.02
1991-92	Jail	\$7,535.08	\$6,561.64	\$6,702.07	\$9,498.79	\$10,559.57	\$6,237.61	\$10,220.51	\$5,694.12	\$5,838.63	\$7,923.09	\$7,170.30	\$5,339.41	\$89,280.82
1992-93	Jail	\$10,231.09	\$10,595.77	\$11,379.12	\$10,598.70	\$5,363.46	\$4,054.21	\$4,434.02	\$4,036.28	\$5,468.12	\$7,344.10	\$8,404.39	\$9,468.65	\$91,377.91
1993-94	Jail	\$11,816.15	\$7,687.97	\$7,186.15	\$8,495.28	\$8,325.29	\$9,581.32	\$22,451.63	\$12,318.18	\$13,524.36	\$16,935.94	\$13,848.56	\$11,728.60	\$143,899.43
1994-95	Jail	\$12,943.44	\$9,290.30	\$8,195.87	\$2,714.16	\$4,408.35	\$1,527.37	\$5,078.75	\$4,340.92	\$5,800.83	\$3,493.95	\$3,031.58	\$2,151.83	\$62,977.35
1995-96	Jail	\$7,984.10	\$3,228.28	\$5,486.78	\$2,338.29	\$5,459.02	\$2,536.07	\$4,421.55	\$3,424.93	\$2,674.10	\$2,420.38	\$1,293.52	1,498.51	\$42,765.53
1996-97	Jail	\$2,649.57	\$1,745.00	\$3,771.33	\$3,472.00	\$9,341.00	\$7,985.00	2,620.00	\$1,367.00	\$2,344.00	\$39,551	\$2,561.00	\$3,089.00	\$80,495.90
1997-98	Jail	\$4,991.00	\$9,012.00	\$4,454.00	\$6,044.00	\$7,794.00	\$7,849.00	\$9,830.00	\$12,752.00	\$8,034.00	\$7,836.00	6,958.00	\$5,427.00	\$90,981.00
1998-99	Jail	\$4,125.00	\$5,707.00	\$8,030.00	\$6,044.00	\$6,680.00	\$3,879.00	\$4,800.00	\$4,839.00	\$4,051.00	\$7,145.00	\$10,199.00	\$6,301.00	\$71,800.00
1999-00	Jail	\$6,853.00	\$6,196.00	\$6,465.00	\$5,768.00	9,512.00	\$5,066.00	\$4,447.00	\$1,828.00	\$4,381.00	\$21,862.00	\$4,020.00	\$6,281.00	\$82,679.00
2000-01	Jail	\$4,117.00	\$3,719.00	\$7,353.00	\$7,095.00	\$6,491.00	\$9,549.00	\$5,751.00	\$9,965.00	\$6,111.00	\$8,085.00	\$5,360.00	\$7,218.00	\$80,814.00

TOTAL 6 months FY 1990-1991	\$121,502.69	average per month for 6 months	\$20,250.44
TOTAL FY 1991-1992	\$288,928.79	average per month	\$24,077.39
TOTAL FY 1992-1993	\$272,581.97	average per month	\$22,715.16
TOTAL FY 1993-1994	\$300,970.92	average per month	\$25,080.91
TOTAL FY 1995-1996	\$122,295.49	average per month	\$10,191.29
TOTAL FY 1996-1997	\$207,591.37	average for 12 months without Holiday	\$17,299.28
	Holiday \$59,805.84	average for 12 months including Holiday	\$22,283.10
TOTAL FY 1997-98	\$214,662.00	average per month	\$17,888.50
TOTAL FY 1998-99	\$236,382.00	average per month	\$19,698.50
TOTAL FY 1999-2000	\$268,928.00	average for 12 month	\$22,410.67
TOTAL FY 2000-2001	\$248,458.00	Average for 12 month	\$20,704.83
TOTAL FY 2001-2002	\$325,174.00	Average for 12 month	\$27,097.93
TOTAL FY 2002-2003	\$310,997.00	Average for 12 month	\$25,916.47
TOTAL FY 2003094	\$266,391.00	Average for 12 month	\$22,199.25
TOTAL FY 2004-05	\$229,597.00	Average for 12 month	\$19,133.08

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

469 South Main Street  
Bishop, CA 93514  
(760) 872-5150  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



December 10, 2019

File No.: 825.12768.14387

Inyo County Board of Supervisors  
P O Drawer N  
Independence, CA 93526

RECEIVED  
2019 DEC 17 PM 4:49  
INYO COUNTY  
ADMINISTRATIVE  
SERVICES

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

L. BROWNING, Sergeant  
Acting Commander  
Bishop Area

Enclosure





PRELIMINARY REPORT

**HAZARDOUS MATERIALS INCIDENT REPORT**

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER <b>19-7871</b>	COLLISION REPORT <input type="checkbox"/> Yes NUMBER <input checked="" type="checkbox"/> No
--------------------------------------	--

HAZMAT CASUALTIES NO. EXPOSED/DECONNED <b>0</b>	NO. INJURED <b>0</b>	NO. KILLED <b>0</b>	CITY <b>Unicorporated</b>	JUDICIAL DISTRICT <b>Independence</b>	PHOTOGRAPHS BY <input checked="" type="checkbox"/> NONE
AGENCY PERSONNEL <b>0</b>			COUNTY <b>Inyo</b>	NCIC <b>9825</b>	HAZMAT PLACARDS DISPLAYED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OTHERS <b>0</b>					
INCIDENT DATE (MM/DD/YYYY) <b>12/10/2019</b>	INCIDENT TIME <b>0935</b> HOURS	TIME CALTRANS/COUNTY ROADS NOTIFIED <b>1029</b> HOURS	TIME O.E.S. NOTIFIED <b>0958</b> HOURS	STATE HIGHWAY RELATED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

INCIDENT OCCURRED ON **Movie Road**

AT INTERSECTION WITH **Whitney Portal**  
 OR **North of**

MILEPOST INFORMATION

GPS COORDINATES  
LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_

NAME (FIRST, MIDDLE, LAST) <b>Jeff J. Proctor</b>	DRIVER'S LICENSE NUMBER <b>B5579391</b>	STATE <b>CA</b>	VEH. YEAR <b>2019</b>	MAKE <b>Honda</b>	LICENSE NUMBER <b>NONE</b>	STATE
STREET ADDRESS <b>246 Oakland Road</b>			VEH. YEAR	MAKE	LICENSE NUMBER	STATE
CITY/STATE/ZIP CODE <b>Glendora, Ca 91741</b>			VEH. YEAR	MAKE	LICENSE NUMBER	STATE

HOME PHONE **(626) 890-8918** BUSINESS PHONE \_\_\_\_\_ CARRIER NAME \_\_\_\_\_

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

<input type="checkbox"/> On-site fire services	<input type="checkbox"/> Chemtrec
<input type="checkbox"/> Private info source	<input type="checkbox"/> Poison Control Center
<input type="checkbox"/> Off-site fire services	<input type="checkbox"/> Safety Data Sheet
<input type="checkbox"/> On-site non-fire services	<input type="checkbox"/> Placards/Signs
<input type="checkbox"/> Off-site non-fire services	<input type="checkbox"/> Shipping papers
<input type="checkbox"/> Computer software	<input type="checkbox"/> Emergency Response Guidebook
<input type="checkbox"/> Chemist	<input checked="" type="checkbox"/> No reference material used
<input type="checkbox"/> Other	

REGISTERED OWNER  SAME AS DRIVER

OWNER'S ADDRESS  SAME AS DRIVER

VEHICLE IDENTIFICATION NUMBER  
**NONE**

VEHICLE TYPE <b>07</b>	CA NUMBER	DOT NUMBER
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CHEMICAL/TRADE NAME <b>Gasoline</b>	UN NUMBER <b>1203</b>	DOT HAZARD CLASS <b>3</b>	QUANTITY RELEASED (LBS., GAL., ETC.) <b>1 Gal</b>	EXTENT OF RELEASE <b>Outside vehicle</b>	PHYSICAL STATE STORED <b>Liquid</b>	PHYSICAL STATE RELEASED <b>Liquid</b>
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CONTAINER TYPE <b>Other (explain in Comments)</b>	CONTAINER CAPACITY (LBS., GAL., ETC.) <b>Unknown</b>	CONTAINER MATERIAL <b>Aluminum/Aluminum alloys</b>	LEVEL OF CONTAINER <b>Above ground</b>
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CHEMICAL/TRADE NAME <b>Motor Oil</b>	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.) <b>1 Gal</b>	EXTENT OF RELEASE <b>Outside vehicle</b>	PHYSICAL STATE STORED <b>Liquid</b>	PHYSICAL STATE RELEASED <b>Liquid</b>
---	-----------	------------------	--	---	--	--

CONTAINER TYPE <b>Other (explain in Comments)</b>	CONTAINER CAPACITY (LBS., GAL., ETC.) <b>1 Gal</b>	CONTAINER MATERIAL <b>Aluminum/Aluminum alloys</b>	LEVEL OF CONTAINER <b>Above ground</b>
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PROPERTY USE <b>County/City road</b>	SURROUNDING AREA <b>Open land</b>	PROPERTY MANAGEMENT <b>County</b>
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RELEASE FACTORS <b>Collision/Overturn</b>	EQUIPMENT TYPE INVOLVED <b>Vehicle fuel system</b>	HAZMAT CONFIRMED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---	---

CITATION ISSUED OR COMPLAINT TO BE FILED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	PRIMARY CAUSE OF INCIDENT <input type="checkbox"/> Violation	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---	---

<input type="checkbox"/> Other Code violation	DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER
---	---

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

<input checked="" type="checkbox"/> Sequence of events	<input type="checkbox"/> Evacuation details	<input checked="" type="checkbox"/> Cleanup actions	<input checked="" type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
<input type="checkbox"/> Road closures	<input checked="" type="checkbox"/> Environmental impact	<input checked="" type="checkbox"/> Actions of other agencies	

COMPLETE THE FOLLOWING

Incident Action Plan  Site Safety Plan  Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE <b>12/10/2019 1300</b> HOURS	BY WHOM (NAME, TITLE AND AGENCY) <b>Luis Hureta, Supervisor, Lone Pine Road Department</b>
---	---

PREPARER'S NAME, RANK, AND ID NUMBER <b>T. Mauch</b>	DATE <b>12/12/2019</b>	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
---	---------------------------	--------------------------------------	------

**Commissioners**  
**Eric Sklar**, President  
Saint Helena

**Jacque Hostler-Carmesin**, Vice President  
McKinleyville

**Russell E. Burns**, Member  
Napa

**Peter S. Silva**, Member  
Jamul

**Samantha Murray**, Member  
Del Mar

STATE OF CALIFORNIA  
Gavin Newsom, Governor

## Fish and Game Commission



*Wildlife Heritage and Conservation*  
*Since 1870*

**Melissa Miller-Henson**  
**Executive Director**  
P.O. Box 944209  
Sacramento, CA 94244-2090  
(916) 653-4899  
[fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov)  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

RECEIVED  
2020 JAN -3 PM 1:10  
INYO COUNTY  
ADMINISTRATIVE  
SERVICES CENTER

January 3, 2020

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 360, 361, 362, 364 and 364.1, Title 14, California Code of Regulations, relating to Mammal hunting season 2020-2021

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments. Additional information and associated documents may be found on the Fish and Game Commission website at <https://fgc.ca.gov/Regulations/2020-New-and-Proposed>.

**Brad Burkholder, Environmental Program Manager, has been designated to respond to questions on the substance of the proposed regulations. He can be reached at (916) 445-1829 or via email at [Brad.Burkholder@wildlife.ca.gov](mailto:Brad.Burkholder@wildlife.ca.gov).**

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon D. Snellstrom".

Jon D. Snellstrom  
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission**  
**Notice of Proposed Changes in Regulations**

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 203, 203.1, 265, 332, 460, 1050, 3051, 3452, 3453, 3953, 4334, 4370, 4902, Fish and Game Code and to implement, interpret or make specific Sections 360, 361, 362, 364 and 364.1; Title 14, California Code of Regulations, relating to annual adjustments to mammal hunting tag quotas.

**Informative Digest/Policy Statement Overview**

Section 360: Existing regulations provide for the number of deer hunting tags in subsection 360(c) Additional Hunts. The proposed action provides a recommended range of tag numbers for each hunt from which a final number will be determined, based on the post-winter status of each deer herd. These ranges are necessary at this time because the final number of tags cannot be determined until spring herd data are collected in March/April and analyzed. The proposed action changes the number of tags for all existing hunts (except those on military installations) to a series of ranges as indicated in the table below.

Deer: Section 360(c) Additional Hunts, Tag Allocations

- Hunt number G-1 (Late Season Buck Hunt for Zone C-4); Current 2019, 2,710; Proposed 2020 Range [0 - 5,000]
- Hunt number G-3 (Goodale Buck Hunt); Current 2019, 25; Proposed 2020 Range [0 – 50]
- Hunt number G-6 (Kern River Deer Herd Buck Hunt); Current 2019, 50; Proposed 2020 Range, [0 – 100]
- Hunt number G-7 (Beale Either-Sex Deer Hunt); Current 2019 20 Military\* [20 Military\*]
- Hunt number G-8 (Fort Hunter Liggett Antlerless Deer Hunt); Current 2019 10 Military\* & 10 Public [20\*]
- Hunt number G-9 (Camp Roberts Antlerless Deer Hunt); Current 2019, 0; Proposed 2020 Range, [30\*]
- Hunt number G-10 (Camp Pendleton Either-Sex Deer Hunt); Current 2019, 250 Military\*; Proposed 2020 Range, [250 Military\*]
- Hunt number G-11 (Vandenberg Either-Sex Deer Hunt); Current 2019, 0; Proposed 2020 Range, [0 – 500]
- Hunt number G-12 (Gray Lodge Shotgun Either-Sex Deer Hunt); Current 2019, 30; Proposed 2020 Range [0 – 50]
- Hunt number G-13 (San Diego Antlerless Deer Hunt); Current 2019, 300; Proposed 2020 Range [0 – 300]
- (Hunt number G-19 (Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt); Current 2019, 25; Proposed 2020 Range [0 – 50]
- Hunt number G-21 (Ventana Wilderness Buck Hunt) Current 2019, 25; Proposed 2020 Range [0 – 100]
- Hunt number G-37 (Anderson Flat Buck Hunt); Current 2019, 25; Proposed 2020 Range [0 – 50]
- Hunt number G-38 (X-10 Late Season Buck Hunt); Current 2019, 300; Proposed 2020 Range [0 – 300]

- Hunt number G-39 (Round Valley Late Season Buck Hunt); Current 2019, 2; Proposed 2020 Range [0 – 150]
- Hunt number M-3 (Doyle Muzzleloading Rifle Buck Hunt); Current 2019, 20; Proposed 2020 Range [0 – 75]
- Hunt number M-4 (Horse Lake Muzzleloading Rifle Buck Hunt); Current 2019, 10; Proposed 2020 Range [0 – 50]
- Hunt number M-5 (East Lassen Muzzleloading Rifle Buck Hunt); Current 2019, 5; Proposed 2020 Range [0 – 50]
- Hunt number M-6 (San Diego Muzzleloading Rifle Either-Sex Deer Hunt); Current 2019, 80; Proposed 2020 Range [0 – 100]
- Hunt number M-7 (Ventura Muzzleloading Rifle Either-Sex Deer Hunt); Current 2019, 150; Proposed 2020 Range [0 – 150]
- Hunt number M-8 (Bass Hill Muzzleloading Rifle Buck Hunt); Current 2019, 20; Proposed 2020 Range [0 – 50]
- Hunt number M-9 (Devil's Garden Muzzleloading Rifle Buck Hunt); Current 2019, 15; Proposed 2020 Range [0 – 100]
- Hunt number M-11 (Northwestern California Muzzleloading Rifle Buck Hunt); Current 2019, 0; Proposed 2020 Range [0 – 200]
- Hunt number MA-1 (San Luis Obispo Muzzleloading Rifle/Archery Either-Sex Deer Hunt); Current 2019, 150; Proposed 2020 Range [0 – 150]
- Hunt number MA-3 (Santa Barbara Muzzleloading Rifle/Archery Buck Hunt); Current 2019, 150; Proposed 2020 Range [0 – 150]
- Hunt number J-1 Lake Sonoma Apprentice Either-Sex Deer Hunt); Current 2019, 25; Proposed 2020 Range [0 – 25]
- Hunt number J-3 (Tehama Wildlife Area Apprentice Buck Hunt); Current 2019, 15; Proposed 2020 Range [0 – 30]
- Hunt number J-4 Shasta-Trinity Apprentice Buck Hunt); Current 2019, 15; Proposed 2020 Range [0 – 50]
- Hunt number J-7 (Carson River Apprentice Either-Sex Deer Hunt); Current 2019, 0; Proposed 2020 Range [0 – 50]
- Hunt number J-8 (Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt); Current 2019, 15; Proposed 2020 Range [0 – 20]
- Hunt number J-9 (Little Dry Creek Apprentice Shotgun Either-Sex Deer Hunt); Current 2019, 5; Proposed 2020 Range [0 – 10]
- Hunt number J-10 (Fort Hunter Liggett Apprentice Either-Sex Deer Hunt); Current 2019, 25 Military & 60 Public; Proposed 2020 Range [30\*]
- Hunt number J-11 (San Bernardino Apprentice Either-Sex Deer Hunt); Current 2019, 40; Proposed 2020 Range [0 – 50]
- Hunt number J-12 (Round Valley Apprentice Buck Hunt); Current 2019, 10; Proposed 2020 Range [0 – 20]
- Hunt number J-13 (Los Angeles Apprentice Either-Sex Deer Hunt); Current 2019, 40; Proposed 2020 Range [0 – 100]
- Hunt number J-14 (Riverside Apprentice Either-Sex Deer Hunt); Current 2019, 30; Proposed 2020 Range [0 – 75]
- Hunt number J-15 (Anderson Flat Apprentice Buck Hunt); Current 2019, 10; Proposed 2020 Range [0 – 30]

- Hunt number J-16 (Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt); Current 2019, 75; Proposed 2020 Range [0 – 75]
- Hunt number J-17 (Blue Canyon Apprentice Either-Sex Deer Hunt); Current 2019, 25; Proposed 2020 Range [0 – 25]
- Hunt number J-18 (Pacific-Grizzly Flat Apprentice Either-Sex Deer Hunt); Current 2019, 75; Proposed 2020 Range [0 – 75]
- Hunt number J-19 (Zone X-7a Apprentice Either-Sex Deer Hunt); Current 2019, 25; Proposed 2020 Range [0 – 40]
- Hunt number J-20 (Zone X-7b Apprentice Either-Sex Deer Hunt); Current 2019, 20; Proposed 2020 Range [0 – 20]
- Hunt number J-21 (East Tehama Apprentice Either-Sex Deer Hunt); Current 2019, 50; Proposed 2020 Range [0 – 80]

\* Specific numbers of tags are provided for military hunts through a system which restricts hunter access to desired levels and ensures biologically conservative hunting programs. Military only tags are designated for Department of Defense and eligible personnel as authorized by the Installation Commander.

Existing regulations for Additional Hunts G-8 (Fort Hunter Liggett Antlerless Deer Hunt) and J-10 (Fort Hunter Liggett Apprentice Either-Sex Deer Hunt) provide for hunting to begin on October 7 and continue for three consecutive days and reopen on October 14 and continue for two consecutive days, including the Columbus Day holiday. The proposal would modify the season to account for the annual calendar shift. The proposal would change the season dates to open on October 3 and October 10, for two and three consecutive days respectively and include the Columbus Day holiday.

Section 361: Existing regulations provide for the number of deer hunting tags for existing area-specific archery hunts. The proposed action provides a recommended range of tag numbers for each hunt from which a final number will be determined, based on the post-winter status of each deer herd. These ranges are necessary at this time because the final number of tags cannot be determined until spring herd data are collected and analyzed in March/April and analyzed.

The proposed action changes the number of tags for all existing hunts (except those on military installations) to a series of ranges as indicated in the table below.

#### Archery Deer Hunting: Section 361(b)

- A-1 (C Zones Archery Only Hunt); Current 2019 1,945; Proposed 2020 [ 0 - 3,000 ]
- A-3 (Zone X-1 Archery Hunt); Current 2019 100; Proposed 2020 [ 0 - 1,000 ]
- A-4 (Zone X-2 Archery Hunt); Current 2019 10; Proposed 2020 [ 0 - 100 ]
- A-5 (Zone X-3a Archery Hunt); Current 2019 40; Proposed 2020 [ 0 - 300 ]
- A-6 (Zone X-3b Archery Hunt); Current 2019 70; Proposed 2020 [ 0 - 400 ]
- A-7 (Zone X-4 Archery Hunt); Current 2019 120; Proposed 2020 [ 0 - 400 ]
- A-8 (Zone X-5a Archery Hunt); Current 2019 15; Proposed 2020 [ 0 - 100 ]
- A-9 (Zone X-5b Archery Hunt); Current 2019 5; Proposed 2020 [ 0 - 100 ]
- A-11 (Zone X-6a Archery Hunt); Current 2019 50; Proposed 2020 [ 0 - 200 ]

- A-12 (Zone X-6b Archery Hunt); Current 2019 90; Proposed 2020 [ 0 - 300 ]
- A-13 (Zone X-7a Archery Hunt); Current 2019 45; Proposed 2020 [ 0 - 200 ]
- A-14 (Zone X-7b Archery Hunt); Current 2019 25; Proposed 2020 [ 0 - 100 ]
- A-15 (Zone X-8 Archery Hunt); Current 2019 40; Proposed 2020 [ 0 - 100 ]
- A-16 (Zone X-9a Archery Hunt); Current 2019 140; Proposed 2020 [ 0 - 500 ]
- A-17 (Zone X-9b Archery Hunt); Current 2019 300; Proposed 2020 [ 0 - 500 ]
- A-18 (Zone X-9c Archery Hunt); Current 2019 350; Proposed 2020 [ 0 - 500 ]
- A-19 (Zone X-10 Archery Hunt); Current 2019 100; Proposed 2020 [ 0 - 200 ]
- A-20 (Zone X-12 Archery Hunt); Current 2019 100; Proposed 2020 [ 0 - 500 ]
- A-21 (Anderson Flat Archery Buck Hunt); Current 2019 25; Proposed 2020 [ 0 - 100 ]
- A-22 (San Diego Archery Either-Sex Deer Hunt); Current 2019 1,000; Proposed 2020 [ 0 - 1,500 ]
- A-24 (Monterey Archery Either-Sex Deer Hunt); Current 2019 100; Proposed 2020 [ 0 - 200 ]
- A-25 (Lake Sonoma Archery Either-Sex Deer Hunt); Current 2019 35; Proposed 2020 [ 0 - 75 ]
- A-26 (Bass Hill Archery Buck Hunt); Current 2019 30; Proposed 2020 [ 0 - 100 ]
- A-27 (Devil's Garden Archery Buck Hunt); Current 2019 5; Proposed 2020 [ 0 - 75 ]
- A-30 (Covelo Archery Buck Hunt); Current 2019 40; Proposed 2020 [ 0 - 100 ]
- A-31 (Los Angeles Archery Either-Sex Deer Hunt); Current 2019 1,000; Proposed 2020 [ 0 - 1,500 ]
- A-32 (Ventura/Los Angeles Archery Late Season Either-Sex Deer Hunt); 250; Proposed 2020 [ 0 - 300 ]
- A-33 (Fort Hunter Liggett Late Season Archery Either-Sex Deer Hunt); Current 2019 50\*; Proposed 2020 (25 Military and 25 Public) 50\*

\* Specific numbers of tags are provided for military hunts through a system which restricts hunter access to desired levels and ensures biologically conservative hunting programs. Military only tags are designated for Department of Defense and eligible personnel as authorized by the Installation Commander.

Existing regulations for Hunt A-33 (Fort Hunter Liggett Late Season Archery Either-Sex Deer Hunt) provide for hunting to open beginning the first Saturday in October and continue through November 12, except if rescheduled by the Commanding Officer with Department concurrence between the season opener and December 31. The current proposal would modify the season to account for the annual calendar shift by changing the season dates to open beginning the first Saturday in October and continue through November 11, except if rescheduled by the Commanding Officer with Department concurrence between the season opener and December 31.

Section 362: The current regulation in Section 362, Title 14, CCR, provides for limited hunting of Nelson bighorn rams in specified areas of the State. The proposed change is intended to adjust the number of tags available for the 2020 season based on bighorn sheep fall/winter population surveys conducted by the Department. Final tag quota recommendations will be made pending completion of all surveys and data analyses. quota recommendations will be made pending completion of all surveys and data analyses.

Nelson Big Horn Sheep hunt zones followed by 2020 proposed range of tags.

- Zone 1 – Marble/Clipper Mountains [0-5]
- Zone 2 - Kelso Peak/Old Dad Mountains [0-4]
- Zone 3 - Clark/Kingston Mountain Ranges [0-4]
- Zone 4 - Orocopia Mountains [0-2]
- Zone 5 - San Gorgonio Wilderness [0-3]
- Zone 6 - Sheep Hole Mountains [0-2]
- Zone 7 - White Mountains [0-6]
- Zone 8 - South Bristol Mountains [0-3]
- Zone 9 – Cady Mountains [0-4]
- Zone 10 – Newberry, Rodman, Ord Mountains [0-6]
- Open Zone Fund-Raising Tag [0-1]
- Marble/Clipper/South Bristol Mountains Fund-Raising Tag [0-1]
- Cady Mountains Fund-Raising Tag [0-1]

Section 364: Current regulations in Section 364, Title 14, CCR, provide definitions, hunting zone descriptions, season dates, and elk license tag quotas. In order to achieve elk herd management goals and objectives and maintain hunting quality, it is periodically necessary to adjust quotas, seasons, hunt areas and other criteria in response to dynamic environmental and biological conditions. The proposed amendments to Section 364 will establish the 2020 tag quotas, season dates, and tag distribution within each hunt adjusting for annual fluctuations in populations.

1. Subsections 364(r) through (aa) specify elk license tag quota ranges for each hunt in accordance with management goals and objectives.
2. Modify Season Dates. Due to military use constraints at Fort Hunter Liggett, hunt dates are annually subject to change and may be adjusted or cancelled by the Commanding Officer.

Section 364.1: Current regulations in Section 364.1, SHARE Elk Hunts, T14, CCR, specify elk tag quotas for each hunt area. In order to achieve elk herd management goals and objectives and maintain hunting quality, it is periodically necessary to adjust quotas in response to dynamic environmental and biological conditions.

Preliminary tag quota ranges are indicated pending final 2020 tag allocations in accordance with elk management goals and objectives. Survey data collected between August 2019, and March 2020, will be the basis for the final tag numbers recommended to the Commission at the April 2020 adoption hearing.

Goals and Benefits of the Regulation:

The proposed regulations will contribute to the sustainable management of native big game mammal populations in California. Existing elk herd management goals specify objective levels for the proportion of bulls to cows in the herds. These ratios are maintained and managed in part by periodically modifying the number of tags. The final recommended number of tags will be based upon findings from annual harvest, herd composition counts, and population estimates where appropriate.

### **Non-monetary benefits to the public**

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity, and the increase in openness and transparency in business and government.

### **Consistency with State Regulations**

The Commission, pursuant to Fish and Game Code Sections 200 and 203, has the sole authority to regulate native big game mammal hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to elk tag allocations are consistent with Title 14. Therefore, the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Natural Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California, on Friday, February 21, 2020, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Natural Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California, on Thursday, April 16, 2020 at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before noon April 10, 2020 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). All comments (both oral and written) must be received no later than April 16, 2020, at the hearing in Sacramento, California. If you would like copies of any modifications to this proposal, please include your name and mailing address. **Mailed comments should be addressed to Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090.**

### **Availability of Documents**

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikethrough format can be accessed through the Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov). The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, Acting Executive Director, Fish and Game Commission, 1416 Ninth Street, P.O. Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above-mentioned documents and



inquiries concerning the regulatory process to Melissa Miller-Henson or Jon Snellstrom at the preceding address or phone number. **Brad Burkholder, Environmental Program Manager, has been designated to respond to questions on the substance of the proposed regulations. He can be reached at (916) 445-1829 or via email at Brad.Burkholder@wildlife.ca.gov.**

### **Availability of Modified Text**

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 265 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4, 11346.8 and 11347.1 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

### **Impact of Regulatory Action/Results of the Economic Impact Assessment**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed action adjusts tag quotas for existing hunts and modifies season dates for hunts on military land. Given the number of tags available and the area over which they are distributed, these proposals are economically neutral to business.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The proposed action will not have significant impacts on the creation or elimination of jobs or the creation of new businesses or the elimination of existing businesses within

California because it is unlikely to result in a change in hunting effort. The proposed action does not provide benefits to worker safety because it does not address working conditions.

The Commission anticipates benefits to the health and welfare of California residents. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources. The Commission anticipates benefits to the State's environment in the sustainable management of natural resources.

(c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with this proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

**Effect on Small Business**

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

## **Consideration of Alternatives**

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

David Thesell  
Program Manager

Dated: December 24, 2019

**Commissioners**  
**Eric Sklar**, President  
Saint Helena

**Jacque Hostler-Carmesin**, Vice President  
McKinleyville

**Russell E. Burns**, Member  
Napa

**Peter S. Silva**, Member  
Jamul

**Samantha Murray**, Member  
Del Mar

STATE OF CALIFORNIA  
Gavin Newsom, Governor

## Fish and Game Commission



*Wildlife Heritage and Conservation*  
Since 1870

**Melissa Miller-Henson**  
**Executive Director**  
P.O. Box 944209  
Sacramento, CA 94244-2090  
(916) 653-4899  
[fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov)  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

January 3, 2020

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 502 and 507, Title 14, California Code of Regulations, relating to Waterfowl hunting season 2020-2021

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments. Additional information and associated documents may be found on the Fish and Game Commission website at <https://fgc.ca.gov/Regulations/2019-New-and-Proposed>.

**Melanie Weaver, Senior Environmental Scientist, has been designated to respond to questions on the substance of the proposed regulations. She can be reached at (916) 445-3717 or via email at [Melanie.Weaver@wildlife.ca.gov](mailto:Melanie.Weaver@wildlife.ca.gov).**

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon D. Snellstrom".

Jon D. Snellstrom  
Associate Governmental Program Analyst

Attachment

RECEIVED  
2020 JAN -3 PM 1:10  
INFORMATION  
ADMINISTRATION  
DI FILED

**TITLE 14. Fish and Game Commission  
Notice of Proposed Changes in Regulations**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 265 and 355, Fish and Game Code and to implement, interpret or make specific Sections 502 and 507; Title 14, California Code of Regulations, relating to annual waterfowl regulations.

**Informative Digest/Policy Statement Overview**

Current regulations in Section 502, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season opening and closing dates, and daily bag and possession limits. The proposed Frameworks for the 2020-21 season were approved by the flyway councils and will be considered for adoption at the Service's Regulations Committee meeting October 8-9, 2019. The proposed Frameworks allow for a liberal duck season which includes: a 107-day season, 7 daily duck limit including 7 mallards but only 2 hen mallards, 1 pintail, 2 canvasback, 2 redheads, and 2 scaup (during an 86 day season; daily bag limit decrease from 3 to 2); and closing no later than January 31. Duck daily bag limit ranges and duck season length ranges are provided to allow the Commission flexibility.

A range of season length and bag limit (zero bag limit represents a closed season) is also provided for black brant. The range is necessary, as the black brant Framework cannot be determined until the Pacific Flyway Winter Brant Survey is conducted in January 2020. The regulatory package is determined by the most current Winter Brant Survey, rather than the prior year survey. The regulatory package will be prescribed per the Black Brant Harvest Strategy pending results of the survey, well before the Commission's adoption meeting. See the table in the Informative Digest for the range of season and bag limits. Lastly, Federal regulations require that California's hunting regulations conform to those of Arizona in the Colorado River Zone and those of Oregon in the North Coast Special Management Area.

The recommended changes to Section 502 are:

- 1) Open the duck season on the second Saturday in October and close January 20 in subsection 502(d)(1)(B) for the Northeastern Zone. This recommendation reduces the duck season length to 103 days.
- 2) Open the duck season on the fourth Saturday of October and close January 31 in subsection 502(d)(2)(B) for the Southern San Joaquin Valley Zone, in subsection 502(d)(3)(B) for the Southern California Zone, and in subsection 502(d)(5)(B) for the Balance of State Zone. This recommendation reduces the duck season length to 100 days.
- 3) Open the regular goose season on the fourth Saturday in October and close January 31 in subsection 502(d)(2)(B) for the Southern San Joaquin Valley Zone and in subsection 502(d)(3)(B) for the Southern California Zone. This recommendation reduces the season length to 100 days.
- 4) Open the Late Season for geese on the weekend after the Youth Hunt Days in subsection 502(5)(B) for the Balance of State Zone and in subsection 502(d)(6)(A)9 for the Imperial County Special Management Area. If item 5 (below) is enacted, the Late Season for geese

would occur after the Veterans and Active Military Personnel Waterfowl Hunting Days.

- 5) Designate two days as Veterans and Active Military Personnel Waterfowl Hunting Days (VAMP Days hereafter) for the Northeastern, Southern San Joaquin Valley, Southern California, and Balance of State zones. This recommendation creates a new subsection, 502(f)(1)(A)(B)(C)1-4 and renumbering will occur for the subsequent section (Falconry Take of Ducks subsection becomes 502(g)(1)).
- 6) Allow up to five days of falconry-only season in subsection 502(g)(1)(B)2. for the Balance of State Zone, in subsection 502(g)(1)(B)3. for the Southern San Joaquin Valley Zone and in subsection 502(g)(1)(B)4. for the Southern California Zone.

Current regulations in Section 507(a)(4), Title 14, CCR, continue to describe the shotgun size and shot shell type authorized for the taking of migratory game birds.

The Commission is recommending deleting the reference to lead and No BB which was already amended by legislation:

- 1) ... Shotgun shells may not be used or possessed that contain shot size larger than ~~No. BB in lead or~~ T shot in steel or other nontoxic shot approved by the U.S. Fish and Wildlife Service. All shot shall be loose in the shell.

Minor editorial changes are also proposed to clarify and simplify the regulations and to comply with existing federal Frameworks.

#### Goals and Benefits of the Regulation:

The benefits of the proposed regulations are consistency with federal law and the sustainable management of the State's waterfowl resources. Positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continued adoption of waterfowl hunting seasons in 2020-21.

#### Non-monetary benefits to the public

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity, and the increase in openness and transparency in business and government.

#### Consistency with State Regulations

The Commission has reviewed its regulations in Title 14, CCR, and conducted a search of other regulations on this topic and has concluded that the proposed amendments to Sections 502 and 507 are neither inconsistent nor incompatible with existing State regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

**NOTICE IS GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Natural Resources Building Auditorium,

First Floor, 1416 Ninth Street, Sacramento, California, on Friday, February 21, 2020, at 8:00 a.m., or as soon thereafter as the matter may be heard.

**NOTICE IS ALSO GIVEN** that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Natural Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California, on Thursday, April 16, 2020, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before noon April 10, 2020 at the address given below, or by email to [FGC@fgc.ca.gov](mailto:FGC@fgc.ca.gov). All comments (both oral and written) must be received no later than April 16, 2020, at the hearing in Sacramento, California. If you would like copies of any modifications to this proposal, please include your name and mailing address. **Mailed comments should be addressed to Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090.**

### **Availability of Documents**

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission website at [www.fgc.ca.gov](http://www.fgc.ca.gov). The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, Acting Executive Director, Fish and Game Commission, 1416 Ninth Street, P.O. Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above-mentioned documents and inquiries concerning the regulatory process to Melissa Miller-Henson or Jon Snellstrom at the preceding address or phone number. **Melanie Weaver, Senior Environmental Scientist, has been designated to respond to questions on the substance of the proposed regulations. She can be reached at (916) 445-3717 or via email at [Melanie.Weaver@wildlife.ca.gov](mailto:Melanie.Weaver@wildlife.ca.gov).**

### **Availability of Modified Text**

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 265 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4, 11346.8 and 11347.1 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

## **Impact of Regulatory Action/Results of the Economic Impact Assessment**

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

(a) **Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

The proposed regulations would provide additional recreational opportunity to the public and could result in minor increases in hunting days and hunter spending on equipment, fuel, food and accommodations.

(b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses, or the expansion of businesses in California. The proposed waterfowl regulations will set the 2020-21 waterfowl hunting season dates and bag limits within the federal Frameworks. Little to minor positive impacts to jobs and/or businesses that provide services to waterfowl hunters may result from the proposed regulations for the 2020-21 waterfowl hunting season.

The most recent U.S. Fish and Wildlife national survey of fishing, hunting, and wildlife-associated recreation for California, estimated that migratory bird hunters contributed about \$169,115,000 to businesses in California during the 2011 migratory bird hunting season. The impacted businesses are generally small businesses employing a few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to sustainably manage waterfowl populations, and consequently, the long-term viability of the same small businesses.

(c) **Cost Impacts on a Representative Private Person or Business:**

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) **Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:**  
None.



(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

### **Effect on Small Business**

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

### **Consideration of Alternatives**

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

David Thesell  
Program Manager

Dated: December 24, 2019

