

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the “**hand-waving**” feature when appropriate in the Zoom meeting (the Board Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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.

October 6, 2020 - 8:30 A.M.

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9: one potential case.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); and *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.).
4. **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.**
5. ***PLEDGE OF ALLEGIANCE***
 6. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***
 7. ***PUBLIC COMMENT***
 8. ***EMPLOYEE SERVICE RECOGNITION*** - The Board of Supervisors will recognize employee service milestones reached during the Third Quarter of 2020.
 9. ***COUNTY DEPARTMENT REPORTS*** (*Reports limited to two minutes*)
 10. ***COVID-19 STAFF UPDATE***
 11. ***PROCLAMATION - Wild Iris*** - Request Board approve a proclamation declaring October 2020 as Domestic Violence Awareness Month in Inyo County.

DEPARTMENTAL - PERSONNEL ACTIONS

12. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Progress House Residential Caregiver exists in the Behavioral Health budget (no county General Funds), as certified by the HHS 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) Progress House Residential Caregiver, Range 53 (\$3,194 - \$3,883).
13. **Health & Human Services - Health/Prevention** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Health and Human Services Specialist III or IV exists in one or more non-General Fund budgets, as certified by the HHS 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; C) approve the hiring of one (1) Health and Human Services Specialist III, Range 57 (\$3,499 - \$4,251) or Health and Human Services Specialist IV, Range 60 (\$3,758 - \$4,564; and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

14. **Health & Human Services - Health/Prevention** - Request Board approve the draft job description for the Supervising Public Health Nurse.

CONSENT AGENDA (Approval recommended by the County Administrator)

15. **County Administrator - Personnel** - Request Board approve the October 1, 2019 through September 30, 2021 Elected Officials Assistants Association (EOAA) Memorandum of Understanding and authorize the Chairperson to sign.
16. **County Administrator - Personnel** - Request Board approve the November 1, 2019 through October 31, 2024 Inyo County Correctional Officers (ICCOA) Memorandum of Understanding and authorize the Chairperson to sign.
17. **County Administrator - Personnel** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Segal Waters Consulting of Glendale, CA, increasing the contract to an amount not to exceed \$115,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **County Administrator - Purchasing** - Request Board approve a blanket purchase order not to exceed \$130,000 annually from the Purchasing Revolving budget to be issued to Office Depot through the OMNIA Partners Public Sector for office supplies and consumable computer/printer supplies for the 2020-2021 Fiscal Year.
19. **County Counsel** - Request Board: A) receive and approve the 2020 Conflict of Interest Code Biennial Reports from the following county departments: Administration, Assessor, County Counsel, District Attorney, Health and Human Services, Personnel, Planning, Probation, Sheriff, Treasurer, and Water; and B) receive and approve the amended Conflict of Interest Codes for the following departments: Administration, Health and Human Services, Planning, Sheriff, and Water.
20. **Health & Human Services** - Request Board approve an amendment to the existing Medication Assisted Treatment (MAT) Expansion Memorandum of Understanding with Health Management Associates, Inc. to extend the grant period through March 31, 2021 due to COVID-19, and authorize the HHS Director to sign.
21. **Health & Human Services** - Request Board: A) declare Wipfli, LLC a sole-source provider of contractual services to develop a financial pro forma for a shared mobile clinic; B) approve the contract between the County of Inyo and Wipfli, LLC for the provision of the above-described contractual services in an amount not to exceed \$20,000 for the period of October 10, 2020 through January 31, 2021; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
22. **Health & Human Services** - Request Board approve the contract between the County of Inyo and Iris Telehealth Medical Group of Austin, TX, for the provision of telepsychiatry services in an amount not to exceed \$163,000 for the period of October 10, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

23. **Health & Human Services - First 5** - Request Board approve the agreement between the County of Inyo and First 5 California for the provision of Home Visiting Coordination Funding in an amount not to exceed \$90,772.92 upon approval from the Department of General Services through June 30, 2022, contingent upon the approval of future budgets, and authorize the HHS Director to sign.

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

24. **Planning Department** - Request Board receive a presentation from the Rural Desert Southwest Brownfields Coalition (RDSBC) on the status and accomplishments of the RDSBC throughout Inyo County; review a letter of intent to continue Inyo County's partnership with the RDSBC; and, potentially the authorize the Chairperson to sign the letter.
25. **Board of Supervisors** - Request Board nominate from among its members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2020-2021.
26. **Water Department** - Request Board consider the Letter of Interest received for appointment to the Water Commission and appoint one Water Commissioner with a term ending December 31, 2023.
27. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for October 8, 2020.
28. **Probation** - Request Board receive a presentation from the Chief Probation Officer on the proposed reorganization of the Probation Department consistent with the recently approved Fiscal Year 2020-2021 budget.
29. **Probation** - Request Board ratify and approve the modified agreement between the County of Inyo and the County of Tuolumne to increase the daily rate per youth placed at the Mother Lode Regional Juvenile Detention Facility to \$175.00, contingent upon the Board's approval of future fiscal year budgets, and authorize the Chairperson and Chief Probation Officer to sign.
30. **Probation** - Request Board ratify and approve Amendment No. 1 to the agreement between the County of Inyo and Tyler Technologies of Dallas, TX to increase the contract to an amount not to exceed \$19,800 per fiscal year, to renew each month with a monthly rate of \$1,200 for 32 users totaling \$14,400 per fiscal year and \$5,400 per fiscal year for the Automated Check-In system, contingent upon the Board's approval of future budgets; and authorize the Chief Probation Officer to sign.
31. **Farm Advisor** - Request Board ratify and approve the agreement between the County of Inyo and University of California Agriculture and Natural Resources for the provision of professional services to the Farm Advisor department in support of the Inyo/Mono 4-H youth development program, in an amount not to exceed \$13,750 for the period of September 15, 2020 through September 14, 2021, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.

32. **Planning Department** - Request Board ratify and approve the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2020 through September 30, 2021, and authorize the Chairperson to sign.
33. **Public Works** - Request Board authorize payment to Interstate Sales of Auburn, CA for a prior-year invoice in the amount of \$12,781.84 for 30,000 pounds of reflective glass beads.
34. **Health & Human Services - First 5** - Request Board ratify and approve the contract between the County of Inyo and Inyo County Office of Education for the provision of IMPACT Implementation Services in an amount not to exceed \$142,592.00 for the period of October 1, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
35. **Health & Human Services - First 5** - Request Board ratify and approve the agreement between the County of Inyo and Inyo-Mono Advocates for Community Action (IMACA) of Bishop, CA for compensation of services satisfactorily rendered to support child development activities of early childhood learning in Inyo County, in an amount not to exceed \$14,912.00 for the period of October 1, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
36. **Health & Human Services - First 5** - Request Board ratify and approve the agreement between the County of Inyo and Bishop Indian Head Start of Bishop, CA for compensation of services satisfactorily rendered to support child development activities of early childhood learning in Inyo County, in an amount not to exceed \$14,912.00 for the period of October 1, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
37. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$300,000 for the period of July 1, 2020 through June 30, 2021, and authorize the HHS Director to sign Allocation Agreement CTCP-17-14 and Prospective Payment Invoices.
38. **Health & Human Services - Health/Prevention** - Request Board ratify and approve Amendment No. A01 to the contract between County of Inyo Department of Health and Human Services and the California Department of Public Health (CDPH) for the California Women, Infants, and Children (WIC) Contract, increasing the contract by \$10,000.00 by shifting funds in fiscal year 1 to recognize the increased costs associated with the response to COVID-19, for a total amount not to exceed \$1,119,922.00 for the period of October 1, 2019 through September 30, 2022, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.
39. **Health & Human Services - Health/Prevention** - Request Board approve the System Data Use and Disclosure Agreement between County of Inyo Health and Human Services, California Department of Public Health (CDPH), and California Connected COVID-19 Contact Tracing (CalCONNECT) for the purpose of the receipt and use of information associated with monitoring reportable disease, and authorize

the HHS Director to sign.

40. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement and budget between the County of Inyo and Heluna Health, for the provision of services under the ELC CARES Federal Grant for funding in an amount not to exceed \$150,000.00 for the period of May 1, 2020 through March 31, 2022, contingent upon the Board's approval of future budgets.
41. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of September 8, 2020 and September 15, 2020, as well as the September 8 Budget Hearings.

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

42. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

43. **California Department of Alcoholic Beverage Control** - Application for On-Sale Beer and Wine Eating Place Liquor License submitted by Margarita Sandoval for Hugo's BBQ & Mexican Food at 310 N. Main St., Big Pine, CA 95313.
44. **California Fish & Game Commission:** Notice of Change of Date of Adoption Hearing for Simplification of Statewide Inland Sport Fishing Regulations.



COUNTY OF INYO

PERSONNEL DEPARTMENT
P. O. Box 249, Independence, California 93526
760-878-0377
760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Denelle Carrington, Senior Budget Analyst

Date: September 24, 2020

Re: Employee Service Awards for 3rd Quarter 2020

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, October 6th at 10:00 am. Please invite your employees to attend the Zoom webinar (<https://zoom.us/j/868254781>) and be recognized.

Name	Hire Date	Years of Service	Department Head
Deo Delos Santos	07/22/95	25	Marilyn Mann
Marta Jimenez De Arellano	08/16/00	20	Marilyn Mann
Noni Steedle	08/16/10	10	Marilyn Mann
Keri Oney	09/16/10	10	Marilyn Mann
Annette Colon	07/02/15	5	Marilyn Mann
Melissa Ruiz	07/30/15	5	Marilyn Mann
Maria Serna	08/27/15	5	Marilyn Mann
Christian Ray	08/16/00	20	Jeff Hollowell
Nate Derr	09/16/10	10	Jeff Hollowell
Daniel Burton	09/24/15	5	Jeff Hollowell
Stephanie Rennie	08/16/05	15	Tom Hardy
Morgan Maillet	09/01/09	10	Tom Hardy
Travis Dean	08/13/15	5	Mike Errante
Keith Rainville	09/10/15	5	Aaron Steinwand
Monica Tinlin	08/07/00	20	Clint Quilter
Cathreen Richards	09/16/10	10	Clint Quilter
Kortni Girardin	12/01/19	5	Amy Shepherd
Jeff Roberts	06/16/19	5	Scott Armstrong



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING OCTOBER 2020
AS DOMESTIC VIOLENCE AWARENESS MONTH
IN INYO COUNTY**



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

WHEREAS, Wild Iris has served over 1,000 survivors of domestic violence and sexual assault over the last year, and advocates, law enforcement officials, health care providers, court systems, tribal organizations, and others are all an integral part of the effort to end domestic violence in the Eastern Sierra and must be recognized and applauded for their work; and

WHEREAS, victims of domestic violence embody incredible strength and resilience; and there is a need to increase public awareness and understanding of domestic violence and the needs of survivors; and

WHEREAS, understanding the COVID-19 pandemic has contributed to unprecedented levels of domestic violence locally, as 1 in 4 women and 1 in 7 men will experience domestic violence in their lifetime; and

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

WHEREAS, domestic violence has a significant economic impact on women; throughout the country, an estimated 8 million days of paid work are lost as a result of intimate partner violence, costing over \$8 billion in expenses annually through a combination of higher medical costs and lost productivity; and

WHEREAS, among families, domestic violence is the third leading cause of homelessness; and

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

NOW, THEREFORE, BE IT PROCLAIMED that the Inyo County Board of Supervisors designates October 2020 as National Domestic Violence Awareness Month in Inyo County.

APPROVED AND ADOPTED this 6th day of October 2020, by the Inyo County Board of Supervisors.

Matt Kingsley,
Chairperson, County of Inyo Board of Supervisors

Attest: *CLINT C. QUILTER*
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Lucy Vincent

SUBJECT: Request authorization to hire one full time Progress House Residential Caregiver in the HHS Behavioral Health Division.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Progress House Residential Caregiver exists in the Behavioral Health budget (no county General Funds), as certified by the HHS 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) Progress House Residential Caregiver, Range 53 (\$3,194 - \$3,883).

SUMMARY/JUSTIFICATION:

A full-time Residential Caregiver position in the Behavioral Health Division is vacant as an employee has resigned from the position effective October 2, 2020. This position is one of six authorized Residential Caregiver positions and is supervised by the Progress House Manager. Residential Caregivers provide close supervision, medication assistance, linkages to the community, supportive counseling and crisis intervention for the residents. They also assist with daily living skills and provision of meals and housekeeping of the facility. The Caregivers additionally provide the first line of communication as part of the mental health on-call response. Caregivers are able to provide assistance to resolve approximately two thirds of the calls received without the need to move to the second level of on-call response, resulting in reduced costs. Residential Caregivers must be able to de-escalate crises and assess and communicate effectively around behavioral health and health issues with consumers, professionals and partners.

The Department respectfully requests that your Board authorize the hiring of one full-time Residential Caregiver to fill the vacancy at Progress House.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not to fill this vacancy. This would result in continued difficulty in meeting the higher

acuity of the program and will result in continued overtime costs being incurred, and resulting personnel challenges.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

Progress House is funded through our federal Block Grant and State MHSA funds specifically targeting this population. This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No county General Funds.

ATTACHMENTS:

APPROVALS:

Lucy Vincent	Created/Initiated - 9/21/2020
Darcy Ellis	Approved - 9/21/2020
Lucy Vincent	Approved - 9/21/2020
Marilyn Mann	Approved - 9/23/2020
Meaghan McCamman	Approved - 9/28/2020
Melissa Best-Baker	Approved - 9/28/2020
Sue Dishion	Approved - 9/28/2020
Amy Shepherd	Approved - 9/28/2020
Marilyn Mann	Final Approval - 9/28/2020



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Marilyn Mann

SUBJECT: Request for authorization to hire one full time Health and Human Services (HHS) Specialist III or IV in the Public Health and Prevention Division.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Health and Human Services Specialist III or IV exists in one or more non-General Fund budgets, as certified by the HHS 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; C) approve the hiring of one (1) Health and Human Services Specialist III, Range 57 (\$3,499 - \$4,251) or Health and Human Services Specialist IV, Range 60 (\$3,758 - \$4,564; and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

The Health and Human Services Public Health and Prevention division recently received notice of retirement from our HHS Specialist II in the Public Health program.

This position has historically been hired at an HHS Specialist II level, however given that the public health division is minimally responsible for communicable disease testing, treatment, surveillance, and reporting to CA Department of Public Health; ensuring immunizations are provided in the county; providing coordination and case management in the California Children's Services programs, including Child Health and Disability Prevention (CHDP), HHS is respectfully requesting permission to fill the vacancy with an HHS Specialist III or IV allowing for a greater scope of responsibility in supporting Public Health, including case management.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request which would result in the Public Health office not having the clerical and paraprofessional support needed to function efficiently and effectively.

OTHER AGENCY INVOLVEMENT:

Local hospitals and health care providers, other HHS divisions.

FINANCING:

State, Federal and Health, Realignment funds. This position is budgeted Health (045100), and in CCS Admin (045501) in the Salaries and Benefits object codes.

ATTACHMENTS:

APPROVALS:

Rhiannon Baker	Created/Initiated - 9/15/2020
Darcy Ellis	Approved - 9/15/2020
Anna Scott	Approved - 9/15/2020
Melissa Best-Baker	Approved - 9/16/2020
Marilyn Mann	Approved - 9/17/2020
Sue Dishion	Approved - 9/24/2020
Amy Shepherd	Approved - 9/25/2020
Marilyn Mann	Final Approval - 9/25/2020



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Marilyn Mann

SUBJECT: Approval of draft job description for the Supervising Public Health Nurse

RECOMMENDED ACTION:

Request Board approve the draft job description for the Supervising Public Health Nurse.

SUMMARY/JUSTIFICATION:

The FY 2020-2021 budget adopted by your Board on September 15, 2020, included a personnel action establishing a Supervising Public Health Nurse classification in Health and Human Services (HHS). As this is a new classification, a draft job description has been prepared for your Board's consideration. This job description differs from the Supervising Nurse position in HHS, as it requires the applicant to have a Public Health Nurse certification. The Department respectfully requests your Board approve the proposed job description, allowing the Department to move forward with recruiting for the position.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to edit the document or could choose not to approve the draft as submitted, which would delay recruitment of the position.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State, Federal, and Health Realignment funds. This position is budgeted 85% in Health (045100) and 15% in First 5 (643000) in the Salaries and Benefits object codes. No County General funds.

ATTACHMENTS:

1. Draft Supervising Public Health Nurse Job Description

APPROVALS:

Marilyn Mann
Darcy Ellis
Melissa Best-Baker
Sue Dishion
Marilyn Mann

Created/Initiated - 9/23/2020
Approved - 9/23/2020
Approved - 9/24/2020
Approved - 9/29/2020
Final Approval - 9/29/2020

PUBLIC HEALTH NURSE SUPERVISOR (Range 86)

DEFINITION: Under supervision of the HHS Deputy Director of Public Health and Prevention, plans, organizes, manages, and coordinates Public Health response functions, including programmatic, administrative, and operational activities in the public health clinic; directs, manages, and supervises assigned clinical and non-clinical staff; performs a variety of technical and specialized functions in support of clinic activities; promotes, coordinates, and participates in collaborative activities, programs, and projects within the Department; and functions as part of the broader leadership team within the Health and Human Services Department.

ESSENTIAL JOB DUTIES: Plans, organizes, and manages programmatic, administrative, and operational activities of several public health programs, including clinic and outreach functions; oversees and coordinates the allocation of designated resources, and ensures compliance with stated mission, goals, regulations, and guidelines; establishes programs' objectives and performance standards; evaluates programs operations and activities in terms of overall effectiveness and compliance; implements improvements and modifications as necessary and adjusts overall goals and objectives in response to changing program directives and/or client needs; develops, coordinates, and participates in collaborative activities; acts as a team member or leader for assigned projects; develops, implements and manages clinical, administrative, and operational systems and processes; interacts with program staff and clients as well as other County Departments in a positive and supportive manner; provides professional and managerial expertise in support of assigned program areas; collaborates with appropriate departments and programs to secure advice, resources, and technical services necessary to achieve assigned program goals, objectives, and directives in accordance with mutually agreed upon time frames and in compliance with the pertinent guidelines and regulations; participates in budget preparation; represents the department and assigned programs to other organizations, local communities, special interest groups, schools, businesses, clients, and the general public; acts as primary and major resource regarding assigned programs; responds to inquiries; promotes the department mission and goals; establishes and maintains open communication with other department programs and partner agencies; coordinates data, resources, and work products as necessary and upon request in support of a productive and positive working environment.

MINIMUM QUALIFICATIONS:

Training/Experience: Must possess a current California Registered Nurse License with a Public Health Nurse certificate. At least three years of progressively responsible clinical and/or administrative experience in a health agency including at least one year of supervisory responsibility.

Knowledge of: Principles and practices of designated professional discipline with specific knowledge and expertise of assigned programs and client services areas; pertinent local, state, and federal rules, regulations, and laws; standard and accepted office procedures, methods, and computer equipment; standard and accepted principles and practices of supervision, training, and performance evaluations; cultural, religious, economic and social groups and their relationships to the delivery and acceptance of health and human services.

Ability to: Organize, implement, and direct assigned program operations and activities; on a continuous basis, know and understand all aspects of the job, intermittently analyze work papers, reports, and special projects; identify and interpret technical and numerical information; observe and problem solve policy and procedures; interpret and apply pertinent Countywide and departmental policies and procedures; plan

and organize assigned program and outreach services through multi-disciplinary and multi-agency programs that may include public, private, and contract agencies; assist in the development and monitoring of an assigned program budget; work with various cultural and ethnic groups in a tactful and effective manner; communicate clearly and concisely, both orally and in writing; supervise, train, and evaluate assigned staff; plan, organize, and schedule priorities for self and others in an effective and timely manner; establish and maintain effective working relationships with those contacted in the performance of assigned duties.

Must have physical ability to produce written documentation by hand or computer; sit, stand, walk, twist, and lift and carry up to 30 pounds; climb and descend stairs.

Special requirements: Must show proof of Rubella, Measles, and Hepatitis B immunizations; Incumbents must possess and maintain a valid California Registered Nurse License (with Public Health Nurse qualifications, if applicable) during the term of employment and *must provide proof of licensure at the time of application*. Must have physical ability to produce written documentation by hand or computer; sit, stand, walk, twist, and lift and carry up to 30 pounds; climb and descend stairs. Must possess a valid CPR certification and maintain during term of employment, and possess a valid California driver's license. Must successfully complete a pre-employment background check and physical examination, including drug screen.



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM: CAO/Personnel

SUBJECT: Adoption of Elected Officials Assistants Association MOU

RECOMMENDED ACTION:

Request Board approve the October 1, 2019 through September 30, 2021 Elected Officials Assistants Association (EOAA) Memorandum of Understanding and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board has given direction regarding negotiations on the current contract with the Elected Officials Assistants Association. At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with EOAA.

OTHER AGENCY INVOLVEMENT:

Personnel Department
County Counsel
Elected Officials Assistants Association

FINANCING:

The increased costs will be absorbed in the affected Budget this fiscal year. Future year increases will be addressed during the budget process.

ATTACHMENTS:

1. 2019-2021 EOAA Final

APPROVALS:

Darcy Ellis
Sue Dishion

Created/Initiated - 9/21/2020
Approved - 9/30/2020

Marshall Rudolph
Amy Shepherd
Clint Quilter

Approved - 10/1/2020
Approved - 10/1/2020
Final Approval - 10/1/2020

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND THE ELECTED OFFICIALS ASSISTANTS ASSOCIATION**
October 1, 2019 –September 30, 2021

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the “County”) has recognized the Elected Officials Assistants Association (hereinafter called the “Association”) as the formally recognized employee’s organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et. seq.*, when rules, regulations, or laws affecting wages, hours and other terms and conditions of employment are amended or changed. This Agreement applies to all employees in the Association bargaining unit.

ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association, and the Resolution approving such prior Memoranda of Understanding.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights to all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

ARTICLE 4. PERSONNEL RULES AND REGULATIONS

The Personnel Rules are hereby incorporated by reference.

ARTICLE 5. MEMBERSHIP

The Association represents the following positions:

Assistant District Attorney
Assistant Auditor/Controller
Assistant Treasurer/Tax Collector
Assistant Assessor
Assistant Clerk/Recorder

ARTICLE 6. MERIT SYSTEM MEMBERSHIP

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding. Notwithstanding the foregoing, whenever a position represented by the Association becomes vacant, the County may exempt the position from the Merit System and fill the vacancy with an employee serving at will. The terms and conditions of such at-will employment shall be covered by a contract between the employee and the County and also by the Personnel Rules and Regulations and this Memorandum of Understanding to the extent they are not inconsistent with the contract. Similarly, any employee represented by the Association whose position is part of the County's Merit System may at any time voluntarily enter into such an at-will contract with the County and, in that event, their position shall also be exempted from the Merit System.

ARTICLE 7. SALARIES

Section 1. Salaries for employees represented by EEOA shall be paid in accordance with Attachment A. COLA's will be determined by the March to March of the Riverside-San Bernardino-Ontario CPI index. The Cap on the COLA will be no less than 0% to no more than 4% of the Urban Wage Earners and Clerical Workers.

Effective the first pay period of July, 2021, members shall receive a COLA determined by the March CPI for Riverside-San Bernardino-Ontario, with a minimum of 0% and a cap of 4%.

Section 3. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

10 years – 2%

15 years – 2%

20 years – 2%

25 years – 2%

ARTICLE 8. BENEFITS

Section 1. The County shall maintain the existing health, dental, vision and life insurance.

Section 2. County agrees to pay 80% of the premium for PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute towards a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

Section 3. County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.

Section 4. Dental: County agrees to pay 100% of the monthly premium (for employees and dependents) for dental insurance. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule, \$1,200 lifetime maximum.

Section 5. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for optical insurance during the term of this MOU.

Section 6. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy during the term of this MOU.

Section 7. Short-term Disability: County will provide all eligible employees with self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program.

Section 8. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:

- Eligible for employee only coverage = \$92.31 per pay period
- Eligible for employee plus one coverage = \$184.62 per pay period
- Eligible for family coverage = \$276.93 per pay period

Section 9. Except as specified herein, the represented employees shall receive all benefits as provided for in the Personnel Rules and Regulations.

Section 10. Each member shall, upon proof of additional supplemental insurance coverage, receive \$21.60/month, the additional insurance coverage may be life insurance or any other additional supplemental coverage offered by any company contracting for such coverage with the County; further, the coverage may be applied to any life or other coverage the employee may have in place at the time of this agreement. Depending on the type of insurance this \$21.60 may or may not be pre-taxed.

ARTICLE 9. RETIREMENT PROVISION

Section 1. County agrees to provide 2% at 55 full formula PERS retirement for all represented employees.

Section 2. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.

Section 3. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deduction.

Section 4. PERS benefits to represented employees shall consist of:

- a. Final compensation to be based on highest one year salary;
- b. Include post-retirement survivor allowance;
- c. Allow 260 days of accrued sick leave to be added to service credit;
- d. Employer Paid Member Contribution (EPMC);
- e. All other provisions as amended in the County PERS contract.

Section 5. Any new employee hired after January, 2013 will fall under PEPRA. Employees will receive 2% at 62 PERS formula and will be required to pay at least 50% of the normal cost.

- The highest year will be based on the 3 highest years of service

ARTICLE 10. ADMINISTRATIVE HOURS

Section 1. The County shall grant employees 24 hours of Administrative hours each calendar year.

Section 2. Administrative hours will be granted each January 1 and must be exhausted by the following December 31. Administrative hours will not accrue from one calendar year to the next, with the following exception.

Section 3. Administrative hours will not be paid should an employee terminate, for any reason, from County services.

Section 4. An employee requesting administrative hours shall give a minimum of 48 hours' notice to his/her supervisor. A request to take the leave may be denied due to the operational needs of the employee's department.

Section 5. New employees, upon appointment, shall be granted a prorated number of Administrative hours as follows:

January 1-March 31.....	24 hours
April 1 through September 30.....	16 hours
October 1 through December 31.....	8 hours

Section 6. If there are any proposed changes to administrative leave provisions for any other groups (except Department Heads) during the term of the agreement, the County and EOAA shall re-open negotiations on this item only, for the sole purpose of possible improvements to this benefit.

ARTICLE 11. ELEVATION TO ELECTED OFFICE

In the event a represented employee is selected to fill a vacancy in an office of an elected official or is elected to the County office for which the employee is the Assistant, the represented employee may carry over to the new position up to 260 days of sick leave for the sole purpose of converting such sick leave at the time of the employee's retirement. Should the employee leave office without retiring, the sick leave carried over will be lost and not subject to being restored (in the case of the employee returning to a County merit system position) or cashed out.

ARTICLE 12. DISCIPLINE AND GRIEVANCES

Except as provided herein and except as to any at-will employees (see Article 6 above), all disciplinary matters and grievances shall be governed by Article XII and XIII of the Personnel Rules and Regulations.

ARTICLE 13. PROFESSIONAL LICENSES AND ORGANIZATIONS

The County shall pay for any mandatory professional licenses required for any represented employee to perform his or her job duties.

ARTICLE 14. EXEMPT EMPLOYEES

The Association agrees that all of its represented positions are exempt from overtime and compensatory time off compensation under the Fair Labor Standards Act.

ARTICLE 15. ELEVATED TO ELECTED OFFICIAL

In the event an Elected Office is vacated by an Elected Official, a represented employee temporarily assigned the duties of that Elected Official shall have his/her gross PERSable salary increased to the amount the Elected Official received when the office was vacated. Such increase shall be paid beginning the date the office was vacated until the vacancy is filled by either the Board of Supervisors or an election, whichever is earlier.

ARTICLE 16. AUTHORIZED AGENTS

Authorized agents, for the purpose of administering the terms and provision of this Memorandum of Understanding shall be:

- a. County Administrative Officer
PO Box "N"
Independence, CA 93526
- b. President
Elected Officials Assistants Association
Independence, CA 93526

ARTICLE 17. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, or written, expressed or implied, between the parties, and, except as to any at-will employee with an individual employment contract (see Article 6 above), shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this agreement by resolution and that said resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 18. NO STRIKE – NO LOCKOUT

Section 1. The Association, its officer, agents, representative, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term “lockout” is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participated in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 19. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Agreement, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

ARTICLE 20. SEVERABILITY

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE 21. WAIVER

Section 1. The parties mutually agree that, except as specifically provided herein, neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations or mediation leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations or mediation leading to this MOU.

Section 2. The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

Section 3. The parties acknowledge that this MOU shall not be in force or effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

ARTICLE 22. MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall be in force and effect from October 1, 2019 through September 30, 2021. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 22. MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall be in force and effect from October 1, 2019 through September 30, 2021. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 23. RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 6th day of October 2020.

County of Inyo

Matt Kingsley

Date

Elected Assistant Officials


Michele Hartshorn

Date

9/30/2020

Attachment A

ELECTED OFFICIALS

ATTACHMENT A

EOAA PAYROLL SCHEDULE EFFECTIVE 07/11/2019 - 2.8% COLA

Range Description	Step	Step Description	Index	Amount
ELECTED OFFICIALS ASSISTANTS	XASR	ASSESSOR ASSISTANT	EOAA/XXXX/XASR	7,585
ELECTED OFFICIALS ASSISTANTS	XAUD	AUDITOR ASSISTANT	EOAA/XXXX/XAUD	7,970
ELECTED OFFICIALS ASSISTANTS	XCLK	CLERK RECORDER ASST	EOAA/XXXX/XCLK	6,893
ELECTED OFFICIALS ASSISTANTS	XDAT	DIST ATTORNEY ASST	EOAA/XXXX/XDAT	10,185
ELECTED OFFICIALS ASSISTANTS	XTTC	TREAS TAX COLL ASST	EOAA/XXXX/XTTC	6,893

EOAA PAYROLL SCHEDULE EFFECTIVE 10/03/2019 - CHANGE TO RANGES (INCLUDES 2.8% COLA)

Range	Step A	Step B	Step C	Step D	Step E
84	6,558	6,882	7,227	7,585	7,970
88	7,231	7,585	7,970	8,367	8,786
97	9,009	9,456	9,930	10,437	10,954

EOAA PAYROLL SCHEDULE EFFECTIVE 07/09/2020 - 2.5% COLA

Range	Step A	Step B	Step C	Step D	Step E
84	6,722	7,054	7,408	7,775	8,169
88	7,412	7,775	8,169	8,576	9,006
97	9,234	9,692	10,178	10,698	11,228

EOAA PAYROLL SCHEDULE EFFECTIVE 07/08/2021 - TO BE DETERMINED BY MARCH CPI FOR RIVERSIDE-SAN BERNARDINO-ONTARIO



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM: CAO/Personnel

SUBJECT: Adoption of Inyo County Correctional Officers Association MOU

RECOMMENDED ACTION:

Request Board approve the November 1, 2019 through October 31, 2024 Inyo County Correctional Officers (ICCOA) Memorandum of Understanding and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board has given direction regarding negotiations on the current contract with the Elected Officials Assistants Association. At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with ICCOA.

OTHER AGENCY INVOLVEMENT:

Personnel Department
County Counsel
Inyo County Correctional Officers Association

FINANCING:

The increased costs will be absorbed in the affected Budget this fiscal year. Future year increases will be addressed during the budget process.

ATTACHMENTS:

1. ICCOA Memorandum of Understanding 2019-2024 Final

APPROVALS:

Darcy Ellis
Sue Dishion

Created/Initiated - 9/21/2020
Approved - 9/30/2020

Marshall Rudolph
Amy Shepherd

Approved - 9/30/2020
Final Approval - 10/1/2020

MEMORANDUM OF UNDERSTANDING

between

**INYO COUNTY CORRECTIONALS OFFICERS
ASSOCIATION**

and

COUNTY OF INYO

November 1, 2019 through October 31, 2024

SECTION 1 – INTRODUCTION	4
Article 1 – Recognition.....	4
Article 2 – Effect of Prior Memoranda of Understanding and Resolutions	4
Article 3 – Non-Discrimination	4
Article 4 – Personnel Rules and Regulations.....	5
Article 5 – Membership	5
Article 6 – Merit System Membership.....	5
SECTION 2 – SALARIES / ADDITIONAL COMPENSATION	5
Article 1 – Salaries.....	5
Article 2 – Step Raises/Career Ladder.....	5
Article 3 – Overtime and Compensatory Time Full-time.....	6
Article 4 – Standby and Callout Compensation.....	7
Article 5 – Scheduling – 12 Hour Shifts.....	8
Article 6 – Workday and Workweek	8
Article 7 – Shift Differential	8
Article 8 – Longevity	9
Article 9 – Left Vacant	9
Article 10 – Bilingual Pay.....	9
Article 11 – Uniforms	9
Article 12 – Safety Equipment.....	10
Article 13 – Re-Opener.....	10
Article 14 – Other Compensation	10
SECTION 3 – LEAVE.....	11
Article 1 – Vacation.....	11
Article 2 – Holidays.....	12
Article 3 – Sick Leave.....	12
Article 4 – Flexible Leave.....	12
Article 5 – Maternity Leave.....	12
SECTION 4 – OTHER BENEFITS.....	13
Article 1 – Insurance	13
Article 2 – Retirement Provisions.....	14
Article 3 – Flexible Spending Program	14
Article 4 – Deferred Compensation	14
SECTION 5 – POLICY AND PROCEDURES.....	14
Article 1 – No Smoking Policy.....	14
Article 2 – Drug and Alcohol Policy	15
Article 3 – Employee Assistance Program	15
Article 4 – Travel Pay.....	15
Article 5 – Tuition Reimbursement	15
Article 6 – License/Certification Renewal.....	15
Article 7 – Mistaken Overpayments	15
Article 8 – Probation Period	16
Article 9 – Reasonable Access, Contracting Out, Advance Notice	16
Article 10 – Performance Evaluations	16
Article 11 – Letter of Reprimand.....	16
Article 12 – Policy Manual (Lexipol).....	16

SECTION 6 – OTHER TERMS/WORKING CONDITIONS	16
Article 1 – Authorized Agents	16
Article 2 – No Strike-No Lockout	17
Article 3 – Emergency Waiver	17
Article 4 – Re-Opener Clause	17
Article 5 – Organizational Rights and Responsibilities	18
Article 6 – Separability	19
Article 7 – Sole and Entire Memorandum of Understanding	19
Article 8 – Term of MOU	19
Article 9 – Ratification and Execution.....	20

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO**

AND

INYO COUNTY CORRECTIONAL OFFICERS ASSOCIATION

2019-2024

SECTION 1 – INTRODUCTION

Article 1 – Recognition

The County of Inyo (hereinafter called the "County") has recognized Inyo County Correctional Officers Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

Article 2 – Effect of Prior Memoranda of Understanding and Resolutions

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association and Resolutions approving such prior Memoranda of Understanding.

Article 3 – Non-Discrimination

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

Article 4 – Personnel Rules and Regulations

The Personnel Rules are hereby incorporated by reference.

Article 5 – Membership

Correctional Officers I, II, III can only be members of this Association.

Article 6 – Merit System Membership

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding.

SECTION 2 – SALARIES / ADDITIONAL COMPENSATION

Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

Article 1 – Salaries

The salaries of Association employees shall be as set forth in Attachment A.

Salaries for employees represented by ICCOA shall be paid in accordance with Attachment A. COLA's will be determined by the March to March of the Riverside-San Bernardino-Ontario CPI index. The CAP on the COLA will be no less than 0% to no more than 4% of the Urban Wage Earns and Clerical Workers.

Retroactive to November 14, 2019, the first full pay period in November, members shall receive a 2.8% COLA based on the March 2019 CPI for Riverside-San Bernardino-Ontario.

Effective the first pay period of July of each year, members shall receive a COLA determined by the March CPI for Riverside-San Bernardino-Ontario, with a minimum of 0% and a cap of 4%.

Article 2 – Step Raises/Career Ladder

The Correctional Officers series will consist of three (3) classifications as follows:

Correctional Officer I – Salary Range 64
Correctional Officer II – Salary Range 67
Correctional Officer III – Salary Range 70

Employees must successfully complete the one year probationary term in order to promote to Correctional Officer II or Correctional Officer III classifications.

The County and the Association agree to continue to meet and confer to develop job descriptions and assessment to qualify for Correctional Officer III.

Upon ratification of the contract, any employee with 2 or more years of service will move to the Correctional Officer II.

Any employee with 5-19 years of service will be considered for III level once they meet the criteria and pass the skills assessment.

Any employee with 20 or more years of service will move to Correctional Officer III upon ratification of contract.

All new employees hired after ratification of contract will follow the career ladder language:

Advancement from I to II:

Employees who meet the minimum requirements for the II level, and who also receives a rating of "satisfactory" (employee must receive a rating of 3 [meets] or higher in every individual rating criteria) on the first annual evaluation report will advance to level II.

Advancement from II to III:

Employees must receive a minimum overall rating of "Meets Expectations" in all categories on their most recent annual performance evaluation report.

Should the employee meet expectation in every category in their current position, the Department shall conduct a skills assessment based on the minimum qualifications of the next position on the ladder to determine whether the employee is eligible to move to the next level. This assessment shall be shared with the employee. Should the employee not be ready, they shall be eligible for assessment again at their next evaluation.

Department Head must provide written documentation that moving the employee to the higher level will benefit the efficiency and functioning of the Department. A copy of the document must be signed by the department head and employee, and transmitted to Personnel with the request for inclusion in the employee's personnel file.

Article 3 – Overtime and Compensatory Time Full-time

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time non-exempt employees at the pay rate of time and one-half (1-1/2) for all overtime hours worked. Time and one-half (1-1/2) compensation will be paid after 40 hours for those full-time non-exempt employees scheduled on a 40-hour

workweek. Full-time non-exempt employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his equivalent hourly rate of pay, when approved in advance by the department head.

- A. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- B. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph E below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- C. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- D. County will allow full-time non-exempt employees to carry 80 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1-1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

Article 4 – Standby and Callout Compensation

- A. Standby Compensation: Employees requested by the department head to serve in an after-hours response capacity will receive \$50 for performing standby duties on each regularly scheduled day and \$75 for performing standby duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Section 3, Article 2 of this Agreement.
- B. Call-Out Compensation: Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half (1-1/2). If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half (1-1/2). If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked. These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.
- C. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject

to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he may be needed, but not formally placing the employee on standby.

Article 5 – Scheduling – 12 Hour Shifts

- A. Work Schedule: An alternate 12-hour is for all Correctional Officers. The shifts will primarily consist of six (6) 12-hour shifts and one (1) 8-hour shift per fourteen (14) day work period for a total of 80 hours.
- B. Work Period: The work period is defined as Wednesday through the second Thursday following and will be the same fourteen (14) day work period for all Correctional Officers. It is understood that exceptions to this schedule may/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all Correctional Officers.
- C. Shift Differential: Employees working the 6 p.m. to 6 a.m. shift will receive the graveyard shift differential of 45.

The County and/or the Sheriff reserves the right to cancel the 12-hour shift at any time. The Sheriff, acting in good faith reserves the right to alter or change the schedule, as the Sheriff deems necessary. In the case of a public emergency this change can be effected without notice.

Article 6 – Workday and Workweek

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- A. Full-time permanent employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- B. Full-time permanent employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.
- C. The County Administrative Officer may in his discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department of work unit thereof.

Article 7 – Shift Differential

- A. Employees working graveyard shift (full shifts between 6:00 p.m. and 6:00 a.m.) shall receive a grave differential of 4%. Shifts designated as Graveyard and Night are graveyard shifts.

- B. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift. In the event overtime is not connected to an assigned shift, the differential compensation shall be determined by the shift during which the majority of the hours are worked.

Article 8 – Longevity

The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

These increases will be based on employee start date. If the employee starts on the first through the fifteenth of the month, the increase will begin the first of the month. If the employee starts on the sixteenth through the last day of the month, the increase will begin the first of the following month.

Article 9 – Left Vacant

Article 10 – Bilingual Pay

Bilingual Pay Employees will be compensated an additional 5% of their base pay for providing bi-lingual skills as deemed necessary by the department head.

Article 11 – Uniforms

Section 1. The following uniform allowance applies to all members:

- A. A uniform allowance shall be \$ 1,000.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid per pay period of \$38.46.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The Department will make the determination of replacement or repair. Normal wear and tear of clothing articles is not included.
- D. New employees only will receive a \$250 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$250 is to come from the current \$1,000 annual payment, whereby a new employee's uniform allowance shall be reduced for proration of the advance payment to \$28.85 per pay period for the first year of employment.

Article 12 – Safety Equipment

The County agrees to supply the following safety equipment to new members. Lateral entries into the department will have the opportunity of using their own equipment or having the County furnish the equipment to them. If members wish to purchase equipment that is not standard issue of the County, they may do so at their own expense. This equipment will be replaced on a fair "wear-and-tear" basis as determined by the appropriate evaluating authority of the Inyo County Sheriff's Department. All equipment shall meet department approval.

Gun
Holster
Sam Browne belt and accessories
Baton and holder
Handcuff case and handcuffs
Flashlight (batteries and bulb)
Ammunition and holder
Body armor (ballistic vest)

Ear protectors, shooting glasses, and safety helmets are stored and made available at the jail facility to be issued on an as-needed basis. These items will not be issued individually to each member.

Association agrees to waive all claims for sums expended by its members to purchase equipment.

Article 13 – Re-Opener

At any time during this MOU, the County may re-open and meet and confer with Association regarding any or all of the following topics:

- Retiree Health for new employees

Article 14 – Other Compensation

- A. Out of Classification Pay: Any employee assigned work in a higher classification will have his salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.
- B. Jail Training Officer Pay/Officer In Charge: Employee assigned as a Jail Training Officer/Officer In Charge will be compensated an additional 5% of their base.

- C. Class "B" License: County will provide a two and one-half (2.5) percent of base pay incentive for member's who hold and maintain a Class "B" driver's license. Number of positions eligible will be determined by the Sheriff.
- D. Qualification Incentive: All members who qualify as "Expert" or a higher rating at a quarterly qualifying shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the department once each quarter with a department appointed Range Master. For those members unable to participate in the designated qualifying shoot due to vacation, illness or other reason acceptable to the department, the department may schedule a makeup qualifying shoot. A Member may have only one attempt to qualify as "Expert" or higher for this additional compensation each quarter. The Range Master will designate, in accordance with department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

The Range Master must certify to the Sheriff, or his designee, a list of those members qualifying for this incentive.

- E. STC Training Coordinator: County will provide 2.5% of base pay incentive for member who is designated by the Sheriff as the STC Coordinator.
- F. Commissary Coordinator: County will provide 2.5% of base pay incentive for the member who is designated by the Sheriff as the Commissary Coordinator.

SECTION 3 – LEAVE

Article 1 – Vacation

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his department head agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.

- B. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive workdays based on extenuating circumstances.

Article 2 – Holidays

In lieu of receiving leave (paid days off) for holidays, members will be paid for holidays as follows: The County will pay 6.25% of base salary. The payment will be paid on each paycheck for a total of 26 pay periods.

Article 3 – Sick Leave

Each full-time employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.

Article 4 – Flexible Leave

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1 – October 31..... Five (5) days (40 Hours)
November 1 - February 28..... Three (3) days (24 Hours)
March 1 - June 30 One (1) day (8 Hours)

Article 5 – Maternity Leave

Personnel Rule 10.2 governs maternity leave.

SECTION 4 – OTHER BENEFITS

Article 1 – Insurance

- A. Medical: County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- B. County agrees to pay 80% of the premium of PERS Choice, PORAC or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
1. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
 2. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - Eligible for *employee only* coverage - \$92.31 per pay period
 - Eligible for *employee plus one* coverage - \$184.62 per pay period
 - Eligible for *family* coverage - \$276.93 per pay period
- C. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance during the term of this MOU. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- D. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for optical insurance during the term of this MOU.
- E. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee during the term of this MOU.
- F. Short-Term Disability: County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article 13 of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer.

Article 2 – Retirement Provisions

- A. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- C. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- D. PERS benefit to miscellaneous employees shall consist of:
 - 1. Final compensation to be based on highest one year's salary;
 - 2. Include post-retirement survivor allowance;
 - 3. Allow 260 days of accrued sick leave to be added to service credit;
 - 4. Employer Paid Member Contribution (EPMC);
 - 5. All other provisions as amended in the County PERS contract.
- E. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost. The highest year will be based on the 3 highest years of service.

Article 3 – Flexible Spending Program

County will pay the administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

Article 4 – Deferred Compensation

County will provide deferred compensation programs for employees.

Article 5 – Part-time Benefits – Not applicable

SECTION 5 – POLICY AND PROCEDURES

Article 1 – No Smoking Policy

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Employees smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

Article 2 – Drug and Alcohol Policy

The County will enforce the Alcohol and Drug Abuse policy as amended in accordance with the law.

The County will enforce the Drug and Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

Article 3 – Employee Assistance Program

The County will provide an Employee Assistance Program.

Article 4 – Travel Pay

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

Article 5 – Tuition Reimbursement

The County will reimburse educational expenses to a maximum of \$350 per year per employee for tuition and books approved by Department Head and County Administrative Officer.

The County will consider allocating an additional amount to any given employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the department head's recommendation for payment is necessary.

The County will reimburse the employee for course work completed with a grade of 2.0 or higher. The employee must submit a final grade report and a receipt for books purchased.

Article 6 – License/Certification Renewal

The county will reimburse all costs for licenses and certifications required used in the course of employment.

Article 7 – Mistaken Overpayments

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this

purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

Article 8 – Probation Period

Correctional Officers shall serve a 12-month probation.

Article 9 – Reasonable Access, Contracting Out, Advance Notice

Reasonable Access - The practice will continue, which allows ICCOA/Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting out of County Services in accordance with all applicable laws.

Advance Notice - The County shall provide reasonable advance notice to the Association of any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Association response and meet and confer if necessary. Said notice shall be sent to the ICCOA/President.

Article 10 – Performance Evaluations

The County will use the performance evaluation agreed to by the Association and the Sheriff in 2012.

Article 11 – Letter of Reprimand

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand.

Article 12 – Policy Manual (Lexipol)

Association agrees to the Lexipol Policy Manual.

SECTION 6 – OTHER TERMS/WORKING CONDITIONS

Article 1 – Authorized Agents

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526

- B. President
P.O. Drawer "S"
Independence, CA 93526

Article 2 – No Strike-No Lockout

Section 1. The Association, its officers, agents, representatives, and/or employees agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

Article 3 – Emergency Waiver

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement, which restrict the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel Rules and policies.

Article 4 – Re-Opener Clause

Either Inyo County Correctional Officers Association or the County may reopen this MOU during the two-year period of this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to

the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.

Article 5 – Organizational Rights and Responsibilities

Section 1. Dues Deductions: The County shall deduct Association dues, initiation fees, assessments, and premiums for approved insurance programs from employee's who have filed a written authorization with the Association. The County shall remit such funds to the Association within thirty (30) days following their deduction. An employee may cancel their dues deductions at any time by completing an Association resignation form and filing it with the Association. The Association will immediately notify the County to stop deducting Association dues from the employee.

Section 2. Indemnification: The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 3. ICCOA Release Time: County will release with pay ICCOA Board of Directors or other ICCOA members (maximum seven (7) employees on any committee) assigned to establish ICCOA committees (as determined by the ICCOA Bylaws in effect as of January 1, 1998) from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time, which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICCOA providing to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICCOA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICCOA release time prior to discussing such matters with the ICCOA Board or any member of the ICCOA Board.

Section 4. Mailing List: The County will provide ICCOA Board current employee lists to include name, start date, name changes, personal mailing addresses, phone number, and personal email address to provide the opportunity to correspond with all ICCOA represented employees within thirty (30) days of a new hire's start date, or the County being notified of such change. This address list will also be provided on an annual basis and within thirty (30) days of a written request.

Section 5. New Orientation: The County shall distribute a copy of this MOU and the Personnel Rules to all new Bargaining Unit employees. The County will be holding orientations every other Thursday in Independence. If there are no new bargaining unit employees, the County Personnel will send an email to the Association Representative. The Association shall be given the first scheduled fifteen (15) minutes of each new employee orientation to provide the new employee(s) with official Association materials

and information. The County shall ensure an Association Representative is made available for the purpose of this section.

Section 6. Bulletin Boards and County Email: The County shall provide space for and permit the installation of Association bulletin boards (or provide reasonable space on County bulletin boards) for official Association notices at each central work location.

No such bulletin boards shall be located in areas frequented by the public doing business with the County.

The Association shall be allowed to utilize email to notify members of dates and times of Association meetings, ratifications, and elections.

Article 6 – Separability

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

Article 7 – Sole and Entire Memorandum of Understanding

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

Article 8 – Term of MOU

The term of this Memorandum of Understanding shall continue in force or effect until October 31, 2024. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

Article 9 – Ratification and Execution

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this day 6th of October, 2020

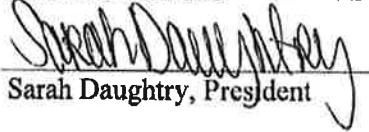
PASSED AND ADOPTED this _____, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF INYO:

Matt Kingsley, Chairperson

CORRECTIONAL OFFICERS



Sarah Daughtry, President

Attest: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant

ATTACHMENT A

**CCOA EMPLOYEES
EFFECTIVE NOVEMBER 14, 2019
2.8% COLA**

Range	Step A	Step B	Step C	Step D	Step E
064	4,075	4,275	4,485	4,722	4,952
067	4,389	4,604	4,831	5,086	5,332
070	4,726	4,959	5,201	5,477	5,742

**CCOA EMPLOYEES
EFFECTIVE JULY 9, 2020
2.5% COLA**

Range	Step A	Step B	Step C	Step D	Step E
064	4,177	4,382	4,597	4,840	5,076
067	4,499	4,719	4,952	5,213	5,465
070	4,844	5,083	5,331	5,614	5,886



County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Sue Dishion

SUBJECT: Segal Waters Consulting Contract Amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Segal Waters Consulting of Glendale, CA, increasing the contract to an amount not to exceed \$115,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The original contract was for \$95,000 for the completed classification and compensation study. Due to the same lack of follow through from our comparator counties, the consultant had to do a lot more analysis of the information that was provided by the counties. The County and Union also agreed to add 5 more classifications that were being reviewed. Based on these changes, the contract amount has been amended by \$15,000.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve amendment.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This money has been included in the FY 20/21 Personnel Budget 010800

ATTACHMENTS:

1. Segal Contract Amendment 1

APPROVALS:

Darcy Ellis
Darcy Ellis
Sue Dishion
Marshall Rudolph

Created/Initiated - 9/30/2020
Approved - 9/30/2020
Approved - 9/30/2020
Approved - 9/30/2020

Amy Shepherd

Final Approval - 9/30/2020

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Segal Waters Consulting DBA The Segal Company (Western States) INC
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Segal Waters Consulting DBA The Segal Company, of Glendale, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated December 10, 2019, on County of Inyo Standard Contract No. 117, for the term from December 4, 2019 to December 4, 2020.

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:

3. CONSIDERATION

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, including travel and per diem expenses, if any, shall not exceed One Hundred Ten Thousand Dollars (\$110,00) (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, including travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is October 6, 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
Segal Waters Consulting DBA The Segal Company (Western States) 
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

ELLIOT R. SYSSULES
Type or Print

Dated: 9/30/2020

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



County of Inyo



County Administrator - Purchasing

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Emma Bills

SUBJECT: Annual Office Depot Blanket Purchase Order

RECOMMENDED ACTION:

Request Board approve a blanket purchase order not to exceed \$130,000 annually from the Purchasing Revolving budget to be issued to Office Depot through the OMNIA Partners Public Sector for office supplies and consumable computer/printer supplies for the 2020-2021 Fiscal Year.

SUMMARY/JUSTIFICATION:

OMNIA Partners Public Sector is a purchasing cooperative established to assist public entities increase efficiency and maximize buying power when purchasing goods and services. All contracts are competitively solicited by large public entities, and counties and other governmental agencies may piggyback on these contracts. Substantial savings can be realized by participation in such a program and since the competitive solicitation process has already been completed by a lead agency, the County meets bid requirements. In addition Office depot offers the County a 1% rebate at the end of the year on all purchases.

The majority of items purchased will be used to stock the "Stores," which in turn are issued to County Departments as requisitioned, however, on items not normally stocked in "Stores," orders could be placed by individual departments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve continued participation in this program, and instruct Purchasing to request bids for the office supplies, but this alternative is not recommended.

OTHER AGENCY INVOLVEMENT:

County Departments are issued supplies from "Stores" in Purchasing, and are billed for these supplies.

FINANCING:

The Purchasing Revolving Budget will pay for the purchases for "Stores," and the individual departments will be billed for usage. Traditionally, all departments have budgeted these expenditures within their budget units. Any purchases made directly by a department, by purchase order, will be charged against that department's budget.

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Emma Bills
Marshall Rudolph
Amy Shepherd
Clint Quilter

Created/Initiated - 9/14/2020
Approved - 9/23/2020
Approved - 9/23/2020
Approved - 9/23/2020
Final Approval - 9/24/2020



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Marshall Rudolph

SUBJECT: Conflict of Interest Codes

RECOMMENDED ACTION:

Request Board: A) receive and approve the 2020 Conflict of Interest Code Biennial Reports from the following county departments: Administration, Assessor, County Counsel, District Attorney, Health and Human Services, Personnel, Planning, Probation, Sheriff, Treasurer, and Water; and B) receive and approve the amended Conflict of Interest Codes for the following departments: Administration, Health and Human Services, Planning, Sheriff, and Water.

SUMMARY/JUSTIFICATION:

Government Code § 87306.5 requires that the Inyo County Board of Supervisors, no later than July 1st of each even numbered year, direct every local governmental agency within the county, to review its Conflict of Interest Code and report to the Board no later than October 1st, of each even numbered year. The report is a certification that the conflict of interest code has been reviewed and that either no changes need be made to the code or that certain changes need to be made as indicated. Inyo County Ordinance Number 931 (County Code section 2.83.050) imposes similar requirements upon each department of the County to conduct a biennial review of its conflict of interest code. On January 31, 2020, the Office of County Counsel notified each county department within Inyo County of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2020. There are a few departments who have not submitted their conflict of interest code biennial reports.

County Departments who have reviewed their conflict of interest code and submitted their biennial report to the Board are: Administration, Assessor, County Counsel, District Attorney, Health and Human Services, Personnel, Planning, Probation, Sheriff, Treasurer and Water. By this Agenda Request, the Board is asked to receive and approve these biennial reports. Additionally, in conducting their biennial review, the following departments are requesting necessary changes to their departmental conflict of interest codes: Administration, Health and Human Services, Planning, Sheriff, and Water. These departments are seeking your Board's approval as the Local Agency Code Reviewing Body. We have reviewed the Biennial Reports and Conflict of Interest Codes submitted to your Board, and find them to be in accordance with legal requirements.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. CAO CIC Response
2. Assessor CIC Response
3. County Counsel CIC Response
4. DA CIC Response
5. HHS CIC Response
6. Personnel CIC Response
7. Planning CIC Response
8. Probation CIC Response
9. Sheriff CIC Response
10. Treasurer CIC Response
11. Water Dept CIC Response

APPROVALS:

Cori Denault	Created/Initiated - 9/14/2020
Darcy Ellis	Approved - 9/14/2020
Cori Denault	Approved - 9/14/2020
Marshall Rudolph	Approved - 9/29/2020
Amy Shepherd	Final Approval - 9/29/2020

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
 - Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Clint Quilter
Department County Administration
Mailing Address P.O. Drawer N, Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code 1/30/20



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
Inyo County Administration DEPARTMENT

COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
County Administrator	1
Consultants	1
Deputy County Administrator	2
Assistant County Administrator	2
Deputy Personnel Director	2
Risk Manager	2
Director, Information Services	2
Deputy Director, Information Services	2
Director, Library	2
Administrator, Eastern California Museum	2
Senior Management Analyst, Budget	2
Assistant to the CAO / <i>Assistant Clerk</i>	3
Assistant Clerk of the Board <i>of the Board</i>	3
Assistant Purchasing Agent	3
Emergency Services Manager	3
Transportation Manager/Parks/Field Supervisor	3

APPENDIX "B"

CONFLICT OF INTEREST CODE OF THE
Inyo County Administration DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY ONE (1):

Designated employees shall report as required by Government Code Section 87200, et.seq.

DISCLOSURE CATEGORY TWO (2):

Designated employees shall report all investments, business positions, interest in real property, and sources of income within Inyo County and two miles therefrom.

DISCLOSURE CATEGORY THREE (3):

Designated employees shall disclose all investments, business positions, interest in real property, or sources of income, regardless of where located, if the business entity in which the investment, or business position is held, the interest in real property, the income or source of income, is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County:

1. General office services;
2. Office supplies;
3. Office equipment, business machines, computer hardware and software;
4. Vehicle maintenance equipment and supplies;
5. Vehicles and/or vehicle supplies, including petroleum products;
6. Food preparation and/or delivery services or supplies; and
7. Printing and/or publication services or supplies, sale of books, periodicals or other items printed and made available for sale.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

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This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
 - Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Dave Stottlemire
Department Assessor
Mailing Address PO Box J Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code 1/30/2020

Dave Stottlemire

Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

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 - Change or add the provisions required by Government Code Section 87302.

Contact Person Marshall Rudolph
Department County Counsel
Mailing Address P.O. Box M, Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code _____



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT


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 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person THOMAS L HARDY
Department DUTRILY ATTORNEY
Mailing Address P.O. DRAWER D, INDEPENDENCE, CA 93526
Date of Review of Departmental Conflict of Interest Code 6-31-2020



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

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 - Change or add the provisions required by Government Code Section 87302.

Contact Person Marilyn Mann
Department Health and Human Services
Mailing Address 163 May Street, Bishop, CA 93514
Date of Review of Departmental Conflict of Interest Code February 11, 2020



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

CONFLICT OF INTEREST CODE OF THE
Health and Human Services DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

SECTION 1. Purpose.

Pursuant to California Government Code section 87300, et seq., the Health and Human Services Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

SECTION 2. Designated Positions.

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

SECTION 3. Disclosure Statements.

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Health and Human Services Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

SECTION 4. Place, Time and Requirements of Filing.

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Health and Human Services.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5. Contents of Disclosure Statement.

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

SECTION 6. Disqualification.

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
Health and Human Services DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

Designated Positions

See Attached Exhibit titled: 2020 Listings

Disclosure Category

Inyo County Department of Health and Human Services

2020 Listings

Column1	Column2	Column3	Column4	Column5
Title	No Change	Add New	Delete Title/Position	Disclosure Category
Assistant Director	X			I
Dep. Director-Public Health/Prevention	X			I
Dep. Director-Aging & Soc. Services	X			I
Dep. Director-Behavioral Health	X			I
Director	X			I
First 5 Director	X			I
Health Officer	X			I
Management Analyst			X	I
Program Integrity and Quality Assurance Mngr		X		I
Program Chief-Behavioral Health		X		
Program Chief-Behavioral Health	X			I
Sr. Management Analyst	X			I
Addictions Prog. Supervisor			X	II
Administrative Analyst - QA (3)	X			II
Administrative Analyst-Fiscal (3)	X			II
First 5 Commissioners (7)	X			II
First 5 Commissioner Alternate		X		II
Human Services Supervisor-Aging (2)	X			II
Human Services Supervisor-Prevention	X			II
Human Services Supervisor-SocServ	X			II
Human Services Supervisor-SocServ	X			II
Human Services Supervisor-SocServ	X			II
Human Services Supervisor-SocServ			X	II
Program Manager (Prevention)	X			II
Program Manager (Emp/Eligibility)		X		II
MHSACoordinator I/II or Licensed		X		II
Human Svices Supervisor-Behavioral Hlth			X	II
Nurse Supervisor	X			II
Program Manager-Progress House	X			II
Psychiatrist	X			II
Psychotherapist (2)	X			II
Social Worker Supervisor (2)	X			II
Tecopa Operation Manager	X			II
CCR Supervisor	X			II
Licensed Addictions Prog. Supervisor			X	II
Consultants and Contractors	X			III

Inyo County Department of Health and Human Services

2020 Listings

Column1	Column2	Column4	Column5
Title	No Change	Name of Person in Position	Disclosure Category
Assistant Director	X	Meaghan McCamman	I
Dep. Director-Public Health/Prevention	X	Anna Scott	I
Dep. Director-Aging & Soc. Services	X	Keri Oney	I
Dep. Director-Behavioral Health	X	Gail Zwier	I
Director	X	Marilyn Mann	I
First 5 Director	X	Serena Johnson	I
Health Officer	X	Dr. Jim Richardson	I
Management Analyst	Delete		I
Program Integrity and Quality Assurance Mngr	New	Stephanie Tanksley	I
Program Chief-Behavioral Health	X	Karen Rathburn	I
Program Chief-Behavioral Health	New	Vacant	I
Sr. Management Analyst	X	Melissa Best Baker	I
Addictions Prog. Supervisor	Delete	Vacant	II
Administrative Analyst - QA (3)	X	Mikaela Torres	II
	X	Kristen Pfeiler	II
	X	Vacant	II
Administrative Analyst-Fiscal (3)	X	Amber Williams	II
	X	James Allmon	II
	X	Cherish Heigi	II
First 5 Commissioners (7)	X	Mark Tillemans	II
	New	Jeff Griffiths (Alternate)	II
	X	Anna Scott	II
	X	Melissa Best Baker	II
	X	Eileen Jackson	II
	X	Heather Carr	II
	X	Amanda Miloradich	II
	X	Barry Simpson	II
Human Services Supervisor-Aging (2)	X	Paulette Erwin	II
	X	Rebecca Houle	II
Human Services Supervisor-Prevention	X	Eryn Clark	II
Program Manager (Tobacco)	X	April Eagan	II
Program Manager (Employment and Elig.)	New	Morningstar Wagoner	II
Human Services Supervisor-SocServ (4)	X	Kelli Braithwaite	II
	X	Darcy Miller	II
	X	Casey Jasaitis	II
	Delete	Vacant	II
Human Svices Supervisor-Behavioral Hlth	Delete		II
MHSA Coordinator I/II or Licensed MHSA Coord	New	Matthew Blankers	II
Nurse Supervisor	X	Anita Richardson	II
Program Manager-Progress House	X	Gina McKinzey	II
Psychiatrist	X	Jeannette Schneider	II
Psychotherapist (2)	X	Michelle Howell	II
	X	Chrystina Pope	II
Social Worker Supervisor (2)	X	Holly DeVincent	II
	X	Darcia Blackdeer-Lent	II

Inyo County Department of Health and Human Services

2020 Listings

Tecopa Operation Manager	X	Rose Colon	II
CCR Supervisor	X	Jeannette Torres	II
Licensed Addictions Prog. Supervisor	Delete	Vacant	II
Consultants and Contractors	X		III

Total			50
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APPENDIX "B"

CONFLICT OF INTEREST CODE OF THE
Health and Human Services **DEPARTMENT**
COUNTY OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORIES

Category One (1):

Designated employees shall report as required by Government Code Section 87200, et. seq.

Category Two (2):

Designated employees shall report all investments, business positions, interest in real property, and sources of income within Inyo County and two miles therefrom.

Category Three (3):

Designated employees shall disclose all investments, business positions, interest in real property, or sources of income, regardless of where located, if the business entity in which the investment, or business position is held, the interest in real property, the income or source of income, is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County:

1. General office services;
2. Office supplies;
3. Office equipment, business machines, computer hardware and software;
4. Vehicle maintenance equipment and supplies;
5. Vehicles and/or vehicle supplies, including petroleum products;
6. Food preparation and/or delivery services or supplies; and
7. Printing and/or publication services or supplies, sales of books, periodicals or other items printed and made available for sale.

2018 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

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This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Marilyn Mann
Department Health and Human Services
Mailing Address 163 May Street, Bishop, CA 93514
Date of Review of Departmental Conflict of Interest Code February 11, 2020

Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

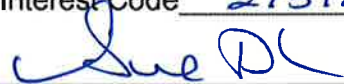
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Contact Person
Department
Mailing Address
Date of Review of Departmental Conflict of Interest Code

Sue Dishion
Personnel
P.O. Box 249, Independence CA 93526
2/5/20


Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

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Contact Person Cathreen Richards
Department Planning
Mailing Address PO drawer 1
Date of Review of Departmental Conflict of Interest Code
1/30/2020



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE PLANNING
DEPARTMENT COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

Designated Positions	Disclosure Category
ALL PLANNING COMMISSIONERS	1
PLANNING DIRECTOR	2
SENIOR PLANNER	2
ASSOCIATE PLANNER	2
ASSISTANT PLANNER	2
PROJECT COORDINATOR	2
CONSULTANTS AS DESIGNATED BY THE PLANNING DIRECTOR	2
MEMBERS OF THE ARCHITECTURAL DESIGN REVIEW BOARD	2

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

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- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
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 - Change or add the provisions required by Government Code Section 87302.

Contact Person Jeffrey L. Thomson
Department Inyo County Probation Dept.
Mailing Address P.O. Box 1, Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code 2/5/2020

Jeffrey L. Thomson
Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

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Contact Person RIANNAN READE
Department SHERIFF
Mailing Address PO DRAWER 5 INDEPENDENCE CA 93526
Date of Review of Departmental Conflict of Interest Code _____



Signature of Department Head

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APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
SHERIFF	1
UNDERSHERIFF	1
LIEUTENANT	2
ADMINISTRATIVE ASSISTANT	3
ADMINISTRATIVE DEPUTY	3
CIVIL OFFICER	3
FOOD SERVICE SUPERVISOR	3
PUBLIC AFFAIRS OFFICER	3
VETERANS SERVICE OFFICER	1
VETERANS SERVICE REPRESENTATIVE	3

APPENDIX "B"

**CONFLICT OF INTEREST CODE OF THE
OFFICE OF THE SHERIFF DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA**

DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY ONE (1):

- a) Designated employees shall report all investments, business positions, interest in real property or source of income, if the business entities, sources of income (including receipt of gifts, loans and travel payments) and real property is located in the county of Inyo or within two (2) miles of county boundary and earned within two (2) years of the statement being filed.
- b) Designated employees shall report all investments, business positions, interest in real property or source of income, (including receipt of gifts, loans and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the Agency.
- c) Designated employees shall report all investments, business positions, interest in real property or source of income, (including receipt of gifts, loans and travel payments) if the business entity or source is subject to the Agency's regulatory, permit or licensing authority.
- d) Designated employees shall report their gross income and community property interest in their spouse's gross income aggregating \$250 or more received from any source located in or doing business in county of Inyo.
- e) Designated employees shall report any loans, including real estate loans and margin accounts, received by either the employee or the employee's spouse aggregating \$250 or more from a single source which is located in, or doing business within county of Inyo

DISCLOSURE CATEGORY TWO (2):

- a) Designated employees shall report all investments, business positions, interest in real property or source of income, if the business entities, sources of income (including receipt of gifts, loans and travel payments) and real property located in the county of Inyo or within two (2) miles of county of Inyo earned within two (2) years prior to the statement being filed.
- b) Designated employees shall report all investments, business positions, interest in real property or source of income, (including receipt of gifts, loans and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the Agency.
- c) Designated employees shall report all investments, business positions, interest in real property or source of income, (including receipt of gifts, loans and travel payments) if the business entity or source is subject to the Agency's regulatory, permit or licensing authority.

DISCLOSURE CATEGORY THREE (3):

- a) Designated employees shall report all investments, business positions, interest in real property or source of income, if the business entities, sources of income (including receipt of gifts, loans and travel payments) and real property located in the county of Inyo or within two (2) miles of county of Inyo.

DISCLOSURE REPORTING:

All disclosures and reporting shall be in conformance with the requirements contained in the Statement of Economic Interests Form 700 and instructions presented by the California Fair Political Practices Commission and in the California Government Code.



2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

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 - Change or add the provisions required by Government Code Section 87302.

Contact Person Alisha McMurtrie
Department TREASURER-TAX COLLECTOR
Mailing Address PO DRAWER O, INDEPENDENCE CA 93526
Date of Review of Departmental Conflict of Interest Code January 30, 2020



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

2020 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

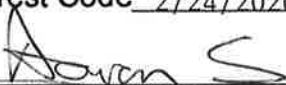
Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Laura Piper
Department Water Department
Mailing Address P. O. Box 337, Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code 2/24/2020



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.

**CONFLICT OF INTEREST CODE OF THE
WATER DEPARTMENT DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA**

SECTION 1. Purpose.

Pursuant to California Government Code section 87300, et seq., the _____
WATER Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

SECTION 2. Designated Positions.

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

SECTION 3. Disclosure Statements.

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the _____
WATER Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

SECTION 4. Place, Time and Requirements of Filing.

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of _____
WATER.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5. Contents of Disclosure Statement.

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

SECTION 6. Disqualification.

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
WATER DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
WATER COMMISSIONERS	1
WATER DIRECTOR	1
MITIGATION PROJECTS MGR	1
ADMINISTRATIVE ANALYST	1

APPENDIX "B"

**CONFLICT OF INTEREST CODE OF THE
WATER DEPARTMENT COUNTY
OF INYO, STATE OF CALIFORNIA**

DISCLOSURE CATEGORIES

Disclosure Categories

Category One (1): In addition to Inyo County Ordinance No. 271, Designated employees in Category One must report all financial interest in real property, investments, income and interest in any business entity.

Category Two (2): Designated employees in Category Two must report all interest, income or investment in businesses which supply general office services, supplies and/or equipment.

Category Three (3): Employees in Disclosure Category Three are required to disclose investments and sources of income. These employees need only disclose investments in business entities and sources of income which do business in the County, or have done business in the County, within the past two years. In addition to other activities, a business entity is doing business within the County if it owns real property within the County. These employees are required to disclose interests in real property, but only to disclose real property which is located in whole or in part within, or not more than, two miles outside the boundaries of the County or within two miles of any land owned or used by the County. These employees are also required to disclose any relationship with the City of Los Angeles or with agencies of the State of California that could give rise to a conflict of interest.



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM:

SUBJECT: Amendment to Medication Assisted Treatment Expansion MOU

RECOMMENDED ACTION:

Request Board approve an amendment to the existing Medication Assisted Treatment (MAT) Expansion Memorandum of Understanding with Health Management Associates, Inc. to extend the grant period through March 31, 2021 due to COVID-19, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

In January 2020, your Board approved entering into a California Medication Assisted Treatment (MAT) Expansion Project MOU to increase access to medication for substance use disorder (SUD) in the Inyo County Jail. Inyo County Health and Human Services has used these funds to purchase medications, provide SUD counseling services, purchase education and facilitation materials, and other projects. Due to COVID-19 many of our activities were put on hold for several months, delaying the spend-down of these grant funds. In recognition of the difficulty that counties have faced spending down grant funds during the pandemic, Health Management Associates has offered to extend the grant period through MOU amendment from the original end date of September 30, 2020, to a new end date of March 31, 2020.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this amendment to the MAT Expansion MOU. The original grant end date of September 30, 2020 would apply, Inyo County would forfeit remaining funds, and services and planned purchases for the jail SUD program would be cut.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

These monies are deposited into the HHS Suspense Trust (505104) and then moved to the Health budget (045100) to reimburse the expenses.

ATTACHMENTS:

1. MAT Memorandum of Understanding Amendment
2. MAT Memorandum of Understanding

APPROVALS:

Meaghan McCamman	Created/Initiated - 9/21/2020
Darcy Ellis	Approved - 9/22/2020
Melissa Best-Baker	Approved - 9/23/2020
Marilyn Mann	Approved - 9/23/2020
Marshall Rudolph	Approved - 9/23/2020
Amy Shepherd	Approved - 9/24/2020
Meaghan McCamman	Final Approval - 9/24/2020

HEALTH MANAGEMENT ASSOCIATES, INC.

AMENDMENT 1 TO
CALIFORNIA MEDICATION ASSISTED TREATMENT EXPANSION
MEMORANDUM OF UNDERSTANDING NUMBER 2019-204

This Amendment 1 to Memorandum of Understanding (“Amendment”) is effective as of September 30, 2020, by and between Health Management Associates, Inc. (“HMA”) and County of Inyo Department of Health & Human Services (“Company”). HMA or Company may be referenced herein as a “party” or collectively as the “parties.”

RECITALS

HMA and the Company are parties to a certain Memorandum of Understanding dated January 1, 2020 (the “Agreement”).

The parties wish to amend the Agreement as further stated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the following mutual terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HMA and the Company agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Amendment. The Agreement shall be amended as follows:

A. Term. The Term of the Agreement shall be amended as follows:

This Agreement (the “Agreement”) shall be effective this January 1, 2020 through March 31, 2021.


3. Ratification. Except as expressly modified and amended hereby, the Agreement and all the terms and provisions thereof are and shall remain in full force and effect and the same are hereby ratified and confirmed. In the event of a dispute between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

4. Counterparts. This Amendment may be executed in counterparts. Each executed counterpart of this Amendment will constitute an original document, and all executed counterparts, together, will constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written.

Health Management Associates, Inc.

County of Inyo
Department of Health & Human Services

By: 

By: _____

Printed Name: Kelly Johnson

Printed Name: _____

Title: Chief Administrative Officer

Title: _____

Date: 9/2/2020

Date: _____

Project# 102675

California Medication Assisted Treatment Expansion Project 2.0

Memorandum of Understanding

MOU Number: 2019-204

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the "**Agreement**"), shall be effective this January 1, 2020 through September 30, 2020 (the "**Term**").

BY AND BETWEEN County of Inyo Department of Health and Human Services (the "**Applicant Agency**") and Health Management Associates, Inc. (the "**Sub-Recipient**" and, together with Applicant Agency, the "**Parties**" and each a "**Party**"), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("**SAMHSA**") and the State of California, Department of Health Care Services ("**DHCS**").

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (CFDA Number: 93.788 the "STR Opioid Grant") pursuant to an agreement between DHCS and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts up to \$960,000 aggregate from the STR Opioid Grant to each California county participating in Cohort Two, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county's jail(s) and drug court(s) (the "**Distribution Purpose**").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** County of Inyo Department of Health and Human Services has opportunity to receive up to \$56,448 the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to expand MAT in jail to include Sublocade, provide in-jail SUD counseling, and coordinate re-entry services to assure continuity of care. Specific grant-funded activities will be: introducing Sublocade, contracting with an AOD counselor, hosting training and coordination activities, and purchasing a medication refrigerator and detain training/facilitation materials. Specific details and project budget are described in the Applicant Agency's grant application.
2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings*, the STR Opioid Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by September 30, 2020.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly statistics; (b) an Interim Project Status Report and Financial Report by; and (c) a Final Project Report and Financial

Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report by April 1, 2020.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	County of Inyo Department of Health and Human Services
Doing Business As (if applicable)	
Street Address	163 May Street
City, State, Zip	Bishop CA 93514
Mailing Address, if different	

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Meaghan McCamman	Marilyn Mann	Melissa Best-Baker
Assistant Director of HHS	Director of HHS	Sr. Management Analyst
mmccamman@inyocounty.us	mmann@inyocounty.us	mbestbaker@inyocounty.us
760-937-1253	760-878-3183	760-878-0232

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will pay half of the grant amount (\$28,224) to the Applicant Agency following execution of this Agreement and upon receipt of funds from DHCS. Distribution of the second half of the grant amount is subject to the Sub-Recipient's receipt and approval (in the Sub-Recipient's sole discretion) of the Interim Project Status Report and Financial Report, which will be due no later than Friday, May 1, 2020. The Sub-Recipient will disperse the second half of the grant amount to the Applicant Agency upon receipt of an approved Interim Report and contingent upon receipt of funds from DHCS. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. **RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS:** The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless

any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Applicant Agency at PO Box 400, Red Bluff, CA 96080. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. **AMENDMENT:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.

11. **GOVERNING LAW:** This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

12. **SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. **EXECUTION IN COUNTERPART:** This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

County of Inyo Department of Health and Human Services

By: 
(SIGNATURE)

Name: Marilyn Mann

Title: Health & Human Services Director

Date: 01/15/2020

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: 
(SIGNATURE)

Name: Kelly Johnson

Title: Vice President

Date: 12/4/2019



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Meaghan McCamman

SUBJECT: Approve Contract with Wipfli, LLC

RECOMMENDED ACTION:

Request Board: A) declare Wipfli, LLC a sole-source provider of contractual services to develop a financial pro forma for a shared mobile clinic; B) approve the contract between the County of Inyo and Wipfli, LLC for the provision of the above-described contractual services in an amount not to exceed \$20,000 for the period of October 10, 2020 through January 31, 2021; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract would establish a relationship with Wipfli, LLC to use their existing knowledge of Inyo County and our local health care data to build a pro forma proposal for running a financially sustainable shared mobile health clinic.

Inyo County HHS has a planning grant that provides \$50,000 in grant funds to plan for purchasing a mobile clinic. We envision this mobile clinic being used by Northern Inyo Health District (NIHD), Southern Inyo Health District (SIHD), and Toiyabe Indian Health Services to serve their outlying communities. Wipfli, LLC has long served as NIHD's external auditor and was hired by NIHD last year to do a huge data analysis of needs for Inyo County health care. Using this Wipfli data, Inyo County HHS and our partners worked together to develop a roadmap for meeting health and social determinant of health needs for our county. Based on Wipfli's thorough knowledge of Inyo County health care data, we propose to hire Wipfli to come back and help us with this detailed proposal. Their current role as NIHD's auditor and as preparer of the outmigration data used in our analysis makes them uniquely positioned to create this pro forma with minimal legwork. We are requesting to use \$20,000 of this grant for this contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could elect not to approve this contract. HHS would have to develop an RFP for the development of this pro forma, and may lose the unique knowledge base of Wipfli, LLC, who has already developed the Inyo County Outmigration data used in our Roadmap.

OTHER AGENCY INVOLVEMENT:

Northern Inyo Hospital, Southern Inyo Hospital, and Toiyabe Indian Health Services

FINANCING:

CMSP funds will be used to pay this contract. This contract will be paid out of Health (045100), Professional Services (5265). Health will be reimbursed by CMSP through the Local Indigent Care Needs (LICN) grant program.

ATTACHMENTS:

1. FINAL DRAFT Wipfli Contract

APPROVALS:

Meaghan McCamman	Created/Initiated - 9/17/2020
Darcy Ellis	Approved - 9/17/2020
Marilyn Mann	Approved - 9/18/2020
Melissa Best-Baker	Approved - 9/18/2020
Marshall Rudolph	Approved - 9/18/2020
Amy Shepherd	Approved - 9/18/2020
Meaghan McCamman	Final Approval - 9/18/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND WIPFLI, LLP FOR THE PROVISION OF HEALTHCARE CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the consulting services of Wipfli, LLP (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 Meaghan McCamman, whose title is: Assistant Director of Health and Human Services. 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, except as agreed in the attached Scope of Work. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, except as agreed in the attached Scope of Work, 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 October 10, 2020 to January 31, 2021 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 Twenty Thousand Dollars (\$ \$20,000) (hereinafter referred to as "contract limit"). County expressly

County of Inyo Standard Contract – Wipfli, LLP
(Independent Contractor)

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. County will be charged interest at the lesser of 1% per month or the maximum rate permitted by law on County's balance due to Contractor that is outstanding over thirty (30) days.

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 request by County with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A.

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.

County of Inyo Standard Contract – Wipfli, LLP
(Independent Contractor)

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 work product for and delivered to, County "Deliverable" by Contractor for Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the 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. Notwithstanding the foregoing, in no event shall liability to County from all causes of any kind, including liability based on contract, in tort, or otherwise arising from out of, or related to the services, including indemnification obligations, exceed the amount actually paid to Contractor under the applicable Scope of Work.

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 Contractor determines to be related to the services performed under 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. Termination of this Agreement shall have no effect on County's obligation to pay contractor for any services performed up to the effective date of such termination.

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. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement without the prior written consent of County to an entity that acquires substantially all of its assets or to any subsidiary, affiliate or successor in a merger, acquisition, or change of control of Contractor; provided that in no event shall such assignment relieve Contractor of its obligations under this Agreement. **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 reasonably 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 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 or as required by law, regulation, or professional obligation.. 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

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	
Health and Human Services	Department
163 May Street	Address
Bishop CA 93514	City and State

Contractor: Wipfli, LLP	
Steve Rousso	Name
505 Fourteenth Street	Address
Oakland, CA 94612	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 WIPFLI, LLP
FOR THE PROVISION OF HEALTHCARE CONSULTING SERVICES**

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

COUNTY OF INYO

CONTRACTOR

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 WIPFLI, LLP FOR THE PROVISION OF HEALTHCARE CONSULTING SERVICES**

TERM:

FROM: October 10, 2020 **TO:** January 31, 2021

SCOPE OF WORK:

Please see Attachment A

COUNTY OF INYO HEALTH AND HUMAN SERVICES
ATTACHMENT A – SCOPE OF WORK
Pro Forma for a Shared Mobile Clinic

Purpose:

Health care access in Inyo County is challenging, especially for remote communities far from the Hwy 395 corridor and for low income residents who experience transportation challenges. The single clinic located off of the Hwy 395 corridor shut its doors in October 2018, leaving all of southeast Inyo County, including the service workers of Death Valley National Park, without access to nearby health care.

With this contract Inyo County seeks to explore the financial and operational feasibility of serving the identified Target Population with a mobile clinic. Because the Target Population is spread between the service areas of at least three health care organizations, we seek to explore the most efficient way to work with all three organizations to serve underserved Inyo County residents.

Our Target Population is low income adults with transportation challenges that are in need of primary care, specialty care, and behavioral health or follow up care after inpatient hospitalization and do not live near Hwy 395, and experience drive times of up to 4 hours to access health care. This population includes low income, transportation-challenged residents in the following communities within the service area of Northern Inyo Healthcare District (NIHD), Southern Inyo Healthcare District (SIHD), and Toiyabe Indian Health Project (Toiyabe):

- Bishop
- Homewood Canyon
- Pearsonville
- Big Pine
- Independence
- Shoshone
- Cartago
- Keeler
- Tecopa
- Darwin
- Lone Pine
- Trona
- Furnace Creek
- Olancha
- Valley Wells

Objectives of this contract:

Support Inyo County Health and Human Services, NIHD, SIHD, and Toiyabe by helping us clarify the potential cost and potential reimbursement if we were to utilize a mobile clinic to reach communities throughout Inyo County. Specifically we seek a pro forma to help each organization understand this model's potential financial feasibility.

NIHD rural health clinic, SIHD rural health clinic, and Toiyabe all utilize a prospective payment system (PPS) flat rate for services. In order to complete this pro forma, Wipfli must:

- Determine the service area for each provider. Which provider is going to serve which community? Will that include a stop in each community or an expectation that people will travel a short distance (from Darwin and Trona to Keeler, for example, or from Tecopa to Shoshone) to receive care in one community that is easily reachable from others nearby?

- What is the payer mix for each community (approximately). What will that payer mix, at each clinic's flat reimbursement rate, potentially provide in reimbursement per stop? Examine Medicare and Medi-Cal reimbursement at least.
- What is the cost to reach each community (in vehicle depreciation, gasoline, staff time, administrative time, etc) and how many encounters at what payer mix would each organization need to make a visit to each identified community in their service area financially viable?

Scope of Work – By January 2021:

- September 2020 Inyo County HHS will convene a virtual meeting with all parties to introduce Wipfli to each organization's leadership. During this virtual meeting, Wipfli will introduce the concept of the pro forma, build trust in the organization, and identify what information (PPS rate, services provided, potential staffing) they will request from each health care entity.
- September 2020 – November 2020 Wipfli will work with each health care entity to obtain the information necessary to complete the pro forma.
- September 2020 – November 2020 Wipfli will determine an approximate understanding of health care payer mix in each identified area in Inyo County, including at least the categories of Medicare, Medi-Cal, and private insurance.
- Throughout this process, Wipfli will keep Inyo County Health and Human Services updated on progress and any barriers encountered.
- By January 2021, Wipfli will complete at least a draft pro forma
- By January 2021, Inyo County HHS will reconvene all stakeholders and Wipfli to discuss next steps and potential models for sharing the mobile clinic

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND WIPFLI, LLP.
FOR THE PROVISION OF HEALTHCARE CONSULTING SERVICES**

TERM:

FROM: October 10, 2020 **TO:** January 31, 2021

SCHEDULE OF FEES:

Please see Attachment B

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND WIPFLI, LLP. FOR THE PROVISION OF HEALTHCARE CONSULTING SERVICES**

TERM:

County of Inyo Standard Contract – Wipfli, LLP
(Independent Contractor)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND WIPFLI, LLP
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

From October 10 2020 to January 31, 2021

SCHEDULE OF FEES:

Total contract amount is \$20,000

One-half of the contracted amount (\$10,000) shall be payable to Contractor upon the execution of the agreement in October 2020.

The second half of the contracted amount (\$10,000) shall be paid to Contractor upon delivery of the final product and presentation of the final product document to the Inyo County stakeholders in January 2021 and upon submission of the required invoice described in Section 3E of this Agreement.

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Please see Attachment C

Attachment C: Insurance Requirements for Shared Mobile Clinic Project

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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as the below. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. If contractor or its agents will not be physically present in Inyo County for the execution of the agreement, then auto liability may be waived.

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. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

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

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

Attachment C: Insurance Requirements for Shared Mobile Clinic Project

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

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Subcontractors: Contractor shall require and verify that all subcontractors performing work for Inyo County maintain insurance meeting all the requirements stated herein.

-end-



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM:

SUBJECT: Inyo County HHS contract with Iris Telehealth for the provision of telepsychiatry services.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Iris Telehealth Medical Group of Austin, TX, for the provision of telepsychiatry services in an amount not to exceed \$163,000 for the period of October 10, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

After several years of trying to recruit an in-person psychiatrist, Inyo County HHS released an RFP to solicit bids from vendors to provide telepsychiatry services to clients of the Inyo County Specialty Mental Health Plan and Inyo County Jail. We received four responses and after multiple interviews have selected Iris Telehealth of Austin Texas. Iris Telehealth provides telepsychiatry services to several other rural counties in California and has received positive reviews.

This contract will be used to backfill the position of Dr. Jeanette Schneider, a long time Inyo County HHS employee who has been filling in as a retired annuitant during the recruitment process. Approval of this contract will ensure the Department is meeting the requirements as the Mental Health provider for the County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this contract with Iris Telehealth. Inyo County HHS would have to select another vendor to provide telepsychiatry services, as the provision of psychiatry services is required by the state.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Mental Health Realignment and reimbursement will be pursued for all Medi-Cal eligible services provided. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

ATTACHMENTS:

1. Iris Telepsychiatry Contract

APPROVALS:

Meaghan McCamman	Created/Initiated - 9/25/2020
Darcy Ellis	Approved - 9/25/2020
Marilyn Mann	Approved - 9/28/2020
Melissa Best-Baker	Approved - 9/28/2020
Sue Dishion	Approved - 9/28/2020
Marshall Rudolph	Approved - 9/28/2020
Amy Shepherd	Approved - 9/28/2020
Marilyn Mann	Final Approval - 9/28/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Iris Telehealth Medical Group, PA
FOR THE PROVISION OF Telepsychiatry **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the telepsychiatry services of Iris Telehealth Medical Group, PA of Austin, TX (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 Gail Zwier, Ph.D, whose title is: HHS Deputy Director of BH. 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 October 10, 2020 to June 30, 2021 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 One hundred sixty three thousand Dollars

(\$ 163,000) (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 ninety (90) days written notice of such intent to cancel. 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 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>Health and Human Services-BH</u>	Department
<u>162 J Grove Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Iris Telehealth Medical Group, PA</u>	Name
<u>114 W. 7th St, Suite 900</u>	Address
<u>Austin, TX 78701</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 Iris Telehealth Medical Group, PA
FOR THE PROVISION OF telepsychiatry SERVICES

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

COUNTY OF INYO

CONTRACTOR

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 Iris Telehealth Medical Group, PA
FOR THE PROVISION OF telepsychiatry **SERVICES****

TERM:

FROM: 10/10/2020 **TO:** 6/30/2021

SCOPE OF WORK:

A. Contractor will provide no more than 85 hours per month of services with a licensed psychiatrist or psychiatrists, or advanced practice nurse practitioner, referred to in this document as the "clinician." The services will be provided in mutually agreed upon blocks of time scheduled in advance. During these blocks, patients can be scheduled to be seen as a traditional pre-scheduled appointment, a walk-in, or an urgent appointment. During the blocks of time agreed upon for services, in the case of a no-show, Contractor will allow for a substitution.

Patients will be seen in a predetermined setting, primarily in our outpatient clinic in Bishop or in the jail, but may also be seen in other settings such as the home or in a community setting as long as privacy can be maintained.

B. Adult patient scheduling during the agreed upon hours of service will occur in twenty (20) minute sessions for returning and known patients and sixty (60) minute sessions for new Inyo adult patients and psychiatric evaluations. Child patient scheduling during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new Inyo child patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in the Inyo EHR system and will prescribe medications using the Inyo prescribing system.

C. Clinicians may be asked to participate in interdisciplinary meetings or other requested meetings for purposes of care coordination. These meetings may take place outside the scheduled blocks of time reserved for patient care, but will be arranged in advance. Clinicians will be paid their standard hourly rate.

D. Clinicians may be asked to provide clinical supervision to Inyo behavioral health staff at mutually agree upon times. Clinicians will be paid their standard hourly rate.

E. Contractor and/or the clinician will communicate with staff and schedulers regularly by telephone, or HIPAA compliant messaging. Contractor's tele-medicine platform will also meet all applicable standards.

F. Inyo may schedule Contractor for emergency on-call during hours and days mutually agreed upon by Inyo and Contractor.

G. In addition to Contractor's tele-medicine services, contractor may be asked to provide in-person services up to 1-2 times monthly, as mutually agreed upon by Inyo County and the Contractor.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Iris Telehealth Medical Group, PA
FOR THE PROVISION OF telepsychiatry SERVICES**

TERM:

FROM: 10/10/2020 **TO:** 6/30/2021

SCHEDULE OF FEES:

See Attached Schedule of Fees.

**Inyo County HHS-Behavioral Health
Mental Health Telemedicine Services
Rates of Reimbursement**

Year One (or Years 1-4)	Rates by Provider Type (if the rate types listed don't apply leave blank or replace)			
Rate Description	Psychiatrists	Psychiatric Nurse Practitioners	Other (Describe)	Other (Describe)
<p style="text-align: center;"><u>Daily All-Inclusive Rate</u></p> <p>(This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a maximum schedule of 40 hours of service per week)</p>	2020 - \$205/hour 2021 - \$209/hour 2022 - \$213/hour 2023 - \$217/hour	2020 - \$135/hour 2021 - \$139/hour 2022 - \$143/hour 2023 - \$147/hour	\$____/hour	\$____/hour
<p style="text-align: center;"><u>Weekend Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the provider is scheduled for less than eight hours of services on Saturday or Sunday)</p>	\$375/night	\$275/night	\$____/night	\$____/night
<p style="text-align: center;"><u>Weeknight Call Rate</u></p> <p>(This rate is for the provider being scheduled for services from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the provider is scheduled for services Monday through Friday)</p>	\$325/night	\$225/night	\$____/night	\$____/night
<p style="text-align: center;"><u>Overtime Rate</u></p> <p>(This rate is for hours of services scheduled above 40 hours per week between 8:00 a.m. through 5:00 p.m. Monday through Sunday)</p>	\$235/hour	\$155/hour	\$____/hour	\$____/hour

Inyo agrees to pay this rate to Iris Telehealth during periods when telecommunications equipment failure and/or internet access interruption is due to factors originating from Inyo's location. Iris Telehealth agrees to not bill Inyo when telecommunications equipment failure and/or internet access interruption is due to factors originating from Psychiatrist's location.

Any time required by Inyo for "onboarding," including, but not limited to, orientation and training in Inyo's EMR, shall be billed at the same rate as services billed for that clinician.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Iris Telehealth Medical Group, PA

FOR THE PROVISION OF telepsychiatry SERVICES

TERM:

FROM: 10/10/2020

TO: 6/30/2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Shared Mobile Clinic Project

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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as the below. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. If contractor or its agents will not be physically present in Inyo County for the execution of the agreement, then auto liability may be waived.

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. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

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

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

Attachment C: Insurance Requirements for Shared Mobile Clinic Project

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

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Subcontractors: Contractor shall require and verify that all subcontractors performing work for Inyo County maintain insurance meeting all the requirements stated herein.

-end-



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Jenna Rhoads

SUBJECT: First 5 California Home Visiting Coordination Grant Local Agency Agreement (LAA CFF HV 2020-14) approval.

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and First 5 California for the provision of Home Visiting Coordination Funding in an amount not to exceed \$90,772.92 upon approval from the Department of General Services through June 30, 2022, contingent upon the approval of future budgets, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

This Local Area Agreement (LAA) is based on the F5CA Home Visiting Coordination (HVC) Request for Application (RFA) released May 15, 2020 for Stage 1 funding. However, since the F5CA (First 5 California) Commission authorized this funding, the landscape in California shifted, making home visiting coordination critical. During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in children being abused or neglected. During crisis situations, families need supportive relationships; home visiting can provide these relationship-based supports to families in ways other services cannot. Since home visiting models now incorporate virtual visits, many counties are experiencing an increase in requests by families for home visiting services. Once families are enrolled in the home visiting program, home visitors are key to ensuring positive family outcomes, including both retaining families through the course of the program whether virtually, or when the program transitions back to place-based visiting. Further, maintaining relationships with families at this time, in particular, is key to ensuring families receive the economic, physical health, mental health, parenting, and family support services critical to their recovery from the impact of COVID-19.

Therefore, the funding authorized by the F5CA Commission shall be dedicated to helping counties focus on family recovery from the COVID-19 crisis by rebuilding and strengthening their home visiting programs, and embedding home visiting into other systems of child and family support that are critical to recovery.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Home visiting provides pregnant women and families, particularly those considered at-risk, necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to learn. Home visiting involves meetings (usually face-to-face, in the family home) between families and a trained, family-support professional at a time convenient for the beneficiary and family. To reach more families with the services they

need, home visiting programs must be coordinated and integrated into other child development and family support systems.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this contract. This is not recommended, as this would prevent First 5 from facilitating activities that enable families to be served during their greatest need, with the most appropriate program, and services to recover from the effects of the COVID-19 pandemic.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% state funding from First 5 California. These funds will be recognized in First 5 (643000) in State Other (4499). No County General Funds.

ATTACHMENTS:

1. First 5 Home Visiting Agreement

APPROVALS:

Jenna Rhoads	Created/Initiated - 9/24/2020
Darcy Ellis	Approved - 9/24/2020
Marilyn Mann	Approved - 9/25/2020
Melissa Best-Baker	Approved - 9/25/2020
Amy Shepherd	Approved - 9/28/2020
Marshall Rudolph	Approved - 9/28/2020
Marilyn Mann	Final Approval - 9/28/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
LAA CFF HV 2020-14PURCHASING AUTHORITY NUMBER (If Applicable)
010203

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

CONTRACTING AGENCY NAME

First 5 California

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

Upon Approval from the Department of General Services

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$90,772.92 Ninety Thousand, Seven Hundred Seventy Two Dollars and Ninety Two Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	Home Visiting Coordination Action Plan Instructions and Template	3
Exhibit A, Attachment 2	Home Visiting Coordination Funding Goals and Activities and California Home Visiting Network	5
+ - Exhibit B	Budget Detail and Payment Provisions	5
+ - Exhibit B, Attachment B-1	Additional Budget Detail and Payment Provisions	4
+ - Exhibit B, Attachment B-2	Home Visiting Coordination Funding Budget Fiscal Years 2020-2021 and 2021-2022	1
+ - Exhibit B, Attachment B-3	Home Visiting Coordination Funding Budget Narrative	3
+ - Exhibit C *	General Terms and Conditions	4/2017
+ - Exhibit D	Special Terms and Conditions	11

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.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS

568 West Line Street

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

Marilyn Mann

TITLE

Health and Human Services Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER LAA CFF HV 2020-14	PURCHASING AUTHORITY NUMBER (If Applicable) 010203
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

First 5 California

CONTRACTING AGENCY ADDRESS

2389 Gateway Oaks Drive, Suite 260

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Camille Maben

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK
(Local Area Agreement)

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all First 5 California (F5CA) programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development, and establishing and monitoring demonstration projects.

2. Background

In October 2019, the F5CA State Commission approved up to \$24 million in funding for Fiscal Years 2019–20 through 2024–2025 to help counties create a sustainable, unified home visiting system that supports families with the services they need and maximize available funding to serve more families.

This Local Area Agreement (LAA) is based on the F5CA Home Visiting Coordination (HVC) Request for Application (RFA) released May 15, 2020 for Stage 1 funding. Exhibit A, Appendix 2 provides an update to and supersedes the RFA Section III: Coordination Funding Goals and Activities, to support COVID-19 recovery and align with California Department of Finance Budget Letter 20-11 (http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf).

Home visiting provides pregnant women and families, particularly those considered at-risk, necessary resources and skills to raise children who are physically, socially, and emotionally healthy and ready to learn. Home visiting involves meetings (usually face-to-face, in the family home) between families and a trained, family-support professional at a time convenient for the beneficiary and family. To reach more families with the services they need, home visiting programs must be coordinated and integrated into other child development and family support systems.

Since the F5CA Commission authorized this funding, the landscape in California shifted, making home visiting coordination critical. During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in children being abused or neglected. During crisis situations, families need

supportive relationships; home visiting can provide these relationship-based supports to families in ways other services cannot. Since home visiting models now incorporate virtual visits, many counties are experiencing an increase in requests by families for home visiting services. Once families are enrolled in the home visiting program, home visitors are key to ensuring positive family outcomes, including both retaining families through the course of the program whether virtually, or when the program transitions back to place-based visiting. Further, maintaining relationships with families at this time, in particular, is key to ensuring families receive the economic, physical health, mental health, parenting, and family support services critical to their recovery from the impact of COVID-19.

Therefore, the funding authorized by the F5CA Commission shall be dedicated to helping counties focus on family recovery from the COVID-19 crisis by rebuilding and strengthening their home visiting programs, and embedding home visiting into other systems of child and family support that are critical to recovery.

This catalytic funding is meant to promote increased coordination and collaboration to:

1. Increase cross-agency understanding of local population needs relative to the impacts of COVID-19 on families and services
2. Ensure families are served through efficient, coordinated, and sustainable evidence-based home visiting programs that meet their critical recovery needs
3. Embed home visiting into early childhood systems to promote strong family outcomes
4. Promote cross-county, shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change efforts, and rebuild early childhood and family support systems following the pandemic

3. Purpose

The Fiscal Lead Agency, a First 5 county commission or other county public agency, will facilitate activities that improve cross-program service coordination and integration into a system of supports that enables families to be served during their greatest need, with the most appropriate program and services to recover from the effects of the COVID-19 pandemic.

4. Programmatic Benefits

In response to the global COVID-19 pandemic, programmatic benefits include:

- More families receive the services they need to overcome the effects of COVID-19

- Parents and children age five and under are healthier
- Children are better prepared for school
- Children are safer and nurtured
- Families are more resilient and self-sufficient
- Coordinated home visiting and other family support programs save funding

5. Terms of Agreement

First 5 California shall enter into a LAA with County of Inyo (Inyo County Health & Human Service, First 5 Inyo, Fiscal Lead Agency, or Contractor).

The term of this LAA is upon approval by the Department of General Services (DGS) through June 30, 2022. The Contractor is eligible to receive up to \$90,772.95. Funding is authorized only for expenditures incurred within the approved performance period of this LAA.

Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor. F5CA is not authorized to reimburse the Contractor for expenditures incurred outside the approved performance period of this LAA.

6. Project Representatives

The Contract and Fiscal Managers during the term of this LAA shall be:

First 5 California	County of Inyo
Debra Silverman, Education Administrator	Serena Johnson, First 5 Director
2389 Gateway Oaks Drive, Suite 260	PO Drawer H
Sacramento, CA 95833	Independence, CA 93526
(916) 263-1066	(760) 873-6453
dsilverman@ccfc.ca.gov	sjohnson@inyocounty.us

Direct all fiscal inquiries to:

First 5 California	County of Inyo
Debra Silverman, Education Administrator	Melissa Best Baker, Senior Management Analyst
(916) 263-1066	(760) 878-0232
dsilverman@ccfc.ca.gov	mbestbaker@inyocounty.us

7. Contractor Responsibilities

Task 1: Project Management

A. Contractor shall work with the F5CA Contract Manager or its designee to coordinate and manage components of this contract to ensure all tasks, activities, and functions are completed effectively and in a timely manner, including, but not limited to:

- Preparing the progress reports and complying with data requests
- Ensuring oversight and accountability for expenditure of funds, including verifying accuracy of all invoices and supporting documentation
- Working with local partners to coordinate activities set forth in the Home Visiting Coordination (HVC) Action Plan, Exhibit A, Attachment 1.
- Managing processes in case of redirection and response to the COVID-19 recovery efforts
- Ensuring data and reporting requirements are submitted through the Online Home Visiting Application in the First 5 California Data Hub when available

B. Contractor will submit invoices accompanied by documentation of deliverable, meetings, and expenses as specified in Exhibit B, Budget Detail and Payment Provisions.

Invoices shall be submitted no more frequently than semi-annually, as follows:

- Due January 31, for the period July 1 – December 31
- Due July 31, for the period January 1 – June 30

- C. If the due dates for the submission of invoices falls on a Saturday, Sunday or State recognized holiday, the invoices shall be submitted on the next business day. The Contractor shall submit invoices shall into the Online Home Visiting Application in the First 5 California Data Hub portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. In the event the electronic portal is not available, the secondary option is to submit the invoices by email to:

Invoices@ccfc.ca.gov

A delay in the submission of invoices may result in the delay in payment.

Task 2: Reporting and Data Requirements

- A. Contractor shall submit and update the county's HVC Action Plan.
1. Submit the HVC Action Plan, Exhibit A, Attachment 1 by December 31, 2020, describing activities and timeline to meet each of the objectives relative to the type of HVC Funding. (See Exhibit A, Attachment 2. Home Visiting Coordination Funding Goals and Activities.)
 2. Update the county's Action Plan annually by July 31, 2021, and June 30, 2022.
 3. If the due dates for the submission of HVC Action Plan falls on a Saturday, Sunday or State recognized holiday, the HVC Action Plan shall be submitted on the next business day. The Contractor shall submit HVC Action Plan into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager.
 4. A delay in the submission of the HVC Action Plan may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.
- B. Contractor shall submit a written annual performance report (APR) describing activities and accomplishments for each fiscal year as indicated on the county's HVC Action Plan. The APR will be structured to elicit data on contextual factors, implementation systems, and activities that support coordination, as well as barriers that could inform policy and statewide supports. The APR shall be a narrative in a format that is agreeable by both parties.

APRs will be due annually each fiscal year as follows:

- Due July 31, 2021, for the period July 1, 2020, through June 30, 2021

- Due June 30, 2022, for the period July 1, 2021, through June 30, 2022

If the due dates for the submission of APRs falls on a Saturday, Sunday or State recognized holiday, the APRs shall be submitted on the next business day. The APR shall be transmitted into an electronic portal established by F5CA and will be made available to the Contractor by the Contract Manager. A delay in the submission of the APRs may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.

C. Contractor shall comply with F5CA evaluation and data requests.

1. Annually, counties receiving Implementation and Integration funds will provide to F5CA data including but not limited to:
 - Number of families enrolled by program model and demographics
 - Length of time families remain in the program compared to the allowable service period for each model, and reasons for termination
 - Rates of referral from one home visiting program model to another
 - Rates of referral to family support services, types of family support services referred to, and referrals with follow-through and linkage to service

F5CA will work with the Contractor to understand the local data currently being collected and reported by local home visiting agencies and align data requests with existing efforts to the extent possible.

2. The Contractor shall submit the data into an electronic portal established by F5CA. The electronic portal will be made available to the Contractor by the Contract Manager. A delay in the submission of data may result in the delay of the HVC timeframes and activities. In order to remedy delays, the Contractor shall contact the Contract Manager immediately in the event the Contractor discovers a delay and to discuss a possible solution.
3. Cooperate with F5CA staff requests for data and information to support technical assistance to counties and evaluation of the impact of improved coordination on provision of family services
4. Cooperate with Child Trends, the contractor for the F5CA Home Visiting Workforce Study, by complying with requests to identify programs and home visitors/providers to participate in the study. More information about

the study is available on the F5CA home visiting webpage at <http://www.cffc.ca.gov/partners/investments.html#visiting>.

Task 3: Participate in Statewide Home Visiting Network Meetings

Contractor shall participate in statewide networking opportunities (see Exhibit A, Attachment 3. California Home Visiting Network.), including:

- A. One statewide network meeting held in-person or virtually between September 2021 and June 2022. Contractor shall encourage participation in the regional and statewide meetings by local agency partners to maximize networking and shared learning opportunities around home visiting systems building.
- B. Virtual and/or face-to-face learning collaboratives and regional network meetings throughout the Agreement period, to be held no more frequently than monthly.

8. Deliverables

Task	Deliverable	Due Date
Task 1.2	Semi-Annual Invoices	<ul style="list-style-type: none"> • Due January 31, for the period July 1 – December 31 • Due July 31, for the period January 1 – June 30
Task 2.1.A	Submit HVC Action Plan, Exhibit A, Attachment 1	<ul style="list-style-type: none"> • Due December 31, 2020
Task 2.1.B	Updated HVC Action Plan, Exhibit A, Attachment 1	<ul style="list-style-type: none"> • Due July 31, 2021 • Due June 30, 2022
Task 2.2	Written Annual Performance Report	<ul style="list-style-type: none"> • Due July 31, 2021 • Due June 30, 2022
Task 2.3	Data about families and services	<ul style="list-style-type: none"> • Due annually, upon request

**EXHIBIT A, ATTACHMENT 1
HOME VISITING COORDINATION
ACTION PLAN INSTRUCTIONS AND TEMPLATE**

The HVC Action Plan will outline how the county will use its funding, and the processes by which counties will accomplish the goals specified by the relevant stage of coordination and type funding. The Action Plan must be submitted by December 31, 2020.

Every action plan must include Goals and Action Steps. Action Steps must include the following information: description, milestones, timeline, resources, and responsibility, as described below. Counties may use a local template and/or include additional information to meet local needs. If interested, counties may use a F5CA template available by September 1, 2020, at <http://www.cffc.ca.gov/partners/investments.html#visiting>.

Counties also will update collaborating agency information as part of the Action Plan requirement.

1. **Goals:** These correspond with the type of funding the county is receiving and should build on existing coordination efforts. Counties must choose one or more of the following goals (see also Exhibit A, Attachment 2):
 - A. Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting can address the needs of families impacted by COVID-19
 - B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic
 - C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems
 - D. Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19

Counties may include additional local goals as long as at least one of the required goals are included in the Action Plan.

2. **Action Steps:** Every goal will require multiple action steps. Use the “activities to help reach this goal” listed in Appendix A, Attachment 2, pages 3 – 5 as a starting point. Each action step must include five parts:
 - A. **Description:** Each action step may be listed at a high level but should indicate sufficient detail for collaborators and F5CA to understand what will take place.
 - B. **Milestones:** Each action step must include one or more key milestones to be achieved or what will be produced as a result of the action step, and by which progress toward meeting the goal can be assessed.
 - C. **Timeframe:** For each action step, indicate the timeframe it will be carried out.
 - D. **Resources:** Resources may be financial or material, or they may include experts, partner agencies, or other staff within your agency essential for ensuring success of each action step.
 - E. **Responsibility:** Each action step should have one or more people responsible for carrying out the action. This is not necessarily the person who is responsible for monitoring whether the action is carried out, but rather, the person or persons who have agreed to do the work. It is best to list people rather than agencies.

3. **Sample Action Plan Format**

The following is a sample of an action plan framework that includes the goal and action steps. Counties are not required to use this format, but the action plan must include all of the information. Counties will likely have more than one goal; each goal should have its’ own series of action steps.

Goal 1: _____

Action Steps

Description	Milestones	Timeframe	Resources	Responsibility
1.				
2.				
3.				
4.				
5.				

4. Update Collaborating Agency Information

F5CA will input information from counties' HVC Coordination Signature Pages into a county-specific document which will be shared with each Fiscal Lead Agency in fall 2020. Counties will verify and/or update information about collaborating agencies as part of the action plan requirement. Signatures will not be required.

**EXHIBIT A, ATTACHMENT 2
HOME VISITING COORDINATION
FUNDING GOALS AND ACTIVITIES
CALIFORNIA HOME VISITING NETWORK**

This Attachment replaces the Request for Application, Section III. as activities to be carried out during the term of this Agreement.

Coordination Funding Goals and Activities

During the COVID-19 public health emergency, home visiting plays a vital role in addressing the needs of pregnant women, young children, and families, whether in-person or virtually. COVID-19 is introducing or exacerbating stressors that challenge families and can result in increased risk of children being abused or neglected. COVID-19 impacts are operating at multiple levels – public health, economic, and child welfare. Home Visiting programs not only work with high risk populations directly but also help families navigate the different service systems and supports during crisis and transition. Families need preventive and supportive services now more than ever. “The potential impacts of the emergency on pregnant women and families’ access to critical health, early care and education, and family economic supports make continued connections with families essential.”¹ Families are hesitant to use place-based services given the concern for social distancing, which will likely remain long after the shelter-in-place orders are lifted. Coordinated home visiting, whether virtual and/or home-based, can be a lifeline for many children and families, especially during crisis, because when home visiting is embedded in early childhood and family support systems, families receive the services they need to recover and thrive. Therefore, it is more essential than ever that counties focus on helping families recover from the effects of COVID-19 by rebuilding and strengthening their home visiting programs and embedding home visiting into other systems of child and family support that are critical to recovery.

Although most California counties offer home visiting programs to families, county agency leaders report being at different stages of service coordination. For most, home visiting programs operate as separate and distinct programs when they actually have many shared goals, principles, and desired outcomes across both home visiting and other maternal and infant health services and supports.

The Contractor is responsible for facilitating activities that improve cross-program service coordination and integration of home visiting into a system of supports serving families by having their needs met efficiently and being connected with the most appropriate

¹ <https://mchb.hrsa.gov/Home-Visiting-Information-During-COVID-19>

programs and services in order to recover from the effects of COVID-19. Based on counties’ existing infrastructure for home visiting, the needs of families and how they have been impacted by the pandemic, existing systems of support, and existing levels of home visiting coordination, the HVC funding and technical assistance are designed to help counties engage in activities to progress along a continuum of coordination as depicted in the graphic below.

Continuum of Home Visiting Coordination

The graphic illustrates the building blocks for sustainable, efficient, and integrated early childhood and family support systems, with home visiting embedded as a critical component, addressed by the Home Visiting Coordination Funding. By addressing these building blocks, explained in detail below, counties can address the immediate and pressing needs of families affected by and recovering from the impacts of COVID-19.

Graphic 1. Continuum of Activities to Support Coordination of Early Childhood and Family Support Systems with Home Visiting Embedded as Vital Component

PLANNING	IMPLEMENTATION	INTEGRATION
A Build or strengthen the county-wide vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19.		
B Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis. Expand access to home visiting and other family support services, as needed, to help families recover from the effects of the COVID-19 pandemic.		
	C Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems.	
		D Strengthen (or rebuild) early childhood development and family support systems by embedding home visiting as a critical component to helping families recover from the effects of COVID-19.

The continuum of activities to achieve coordination is not linear. Some stages and activities may take longer than others, and it may be necessary to revisit activities in previous stages along the way. For example, as new agencies become part of a home

visiting collaborative, counties may revisit the vision to ensure it encompasses the values of new partners. As the community faces new and unforeseen challenges, such as the effects of COVID-19, collaborators may need to revisit agreements and processes to accommodate different home visiting delivery methods, as well as impacts on staff and fiscal resources. The following describes the activities across the continuum of home visiting coordination depicted by the graphic above.

- A. Build or strengthen a shared vision for how a coordinated local early childhood development and family support system, including home visiting, can address the needs of families impacted by COVID-19
- B. Determine scope and effectiveness of existing home visiting programs and family support services designed to help families in crisis, and expand access to home visiting and other family support services, as needed to help families recover from the effects of the COVID-19 pandemic

Activities to help reach this goal include, but are not limited to:

1. Developing a shared understanding of the effects of COVID-19 on families and communities (e.g., environmental scan) by:
 - Identifying existing and potential community partners who provide critical services to support children and families
 - Using existing data to identify and prioritize families who would benefit from home visiting services to overcome the impacts of the crisis, and identifying and collecting additional data as needed
2. Determining whether existing local home visiting programs and family supports have the capacity to serve more children and families in crisis and through crisis recovery by:
 - Using outcomes and implementation data to improve program delivery and quality
 - Identifying strategies to overcome known barriers to families signing up and/or maintaining their engagement in virtual and/or place-based home visiting and family support services
3. Identifying one or more evidence-based models that may best meet critical local needs and:
 - Working to overcome barriers to meeting the fidelity requirements of the model

- Developing a plan to secure funding to expand and/or implement new evidence-based home visiting program(s) and ensure all families impacted by COVID-19 are able to obtain the services and supports to recover
- C. Strengthen (or rebuild) coordination and alignment across home visiting and family support agencies to address the effects of the pandemic on family support systems, and ensure families receive services and supports to recover from effects of the COVID-19 pandemic

Activities to help reach this goal include, but are not limited to:

1. Reaching, codifying, or updating agreements (formal agreements or memoranda of understanding) to support communication, coordinated funding, referral, implementation, and information sharing across funded home visiting implementing agencies to ensure the system of family supports is able to meet the needs of families recovering from the effects of the pandemic. System coordination includes, but is not limited to:
 - Common point(s) of entry for families
 - Common intake or eligibility screening process/tools
 - Formal process/forms/protocols to refer families to home visiting services
 - Formal process/forms/protocols to assess family needs for other family support services, refer families to local services based on assessed needs, and follow up on referrals
 - Shared responsibility for assessment, screening, referral, and follow-through of service provisions
2. Assessing and addressing strengths and barriers to coordinating home visiting and other child and family services, including, but not limited to:
 - Efficacy of the coordinated entry process (intake, assessment, and referral) and services connected to the coordinated entry process
 - Determination of whether and how families are being served by the programs that best meets their needs
 - Effects of the COVID-19 pandemic on implementation fidelity of evidence-based programs

- Preparation of home visitors and their supervisors across programs and models to help families through the COVID-19 crisis, meet family needs through tele-visiting, and transition back to place-based home visiting
- Other systems-strengthening activities to ensure families receive high-quality, appropriate home visiting supports that help them recover from the effects of COVID-19 and related stressors

D. Strengthen (or rebuild) early childhood development and family support systems (e.g., Help Me Grow, Quality Counts California consortium, housing, mental health, other systems as applicable to the county) by embedding home visiting as a critical component to helping families recover from the effects of COVID-19

Activities to help reach this goal include, but are not limited to:

1. Developing a shared vision with cross-sector agency leaders about what it means to have a seamless system of support for families with home visiting as a critical component
2. Identifying and addressing any local barriers to achieving a comprehensive, integrated, early childhood development and family support system that supports family and child well-being during crisis situations and through recovery
3. Reaching and codifying agreements with agency leaders about cross-sector policies, processes, and methods of communication to support cross-referral and information sharing and about families using services across multiple systems

California Home Visiting Network

Critical to systems recovery from the COVID-19 pandemic is the opportunity for counties to learn from one another and rebuild the state system of family supports as it recovers and rebuilds from the crisis. In addition to the coordination activities, HVC-funded counties – both lead agencies and collaborating partners – should plan to participate in a statewide network meeting (one during the Agreement period) and ongoing virtual and face-to-face learning collaboratives and regional network meetings. These meetings and learning opportunities are designed to problem-solve ways to improve coordination of local home visiting programs, braid multiple funding streams, and integrate home visiting into early childhood development and family support systems to maximize the number of families served through evidence-based home visiting. These efforts and outcomes are imperative during the recovery period, which is likely to remain a concern for months and years into the future.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

1. Budget

For services satisfactorily rendered and upon receipt and approval of the invoices, First 5 California agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment B-2, which is attached as part of this Agreement and incorporated by reference.

2. Payment

A. Payments will be made semi-annually in arrears based on services provided and actual costs incurred.

B. Payments made to the contractor under this Agreement are inclusive of all costs such as direct labor, operating overhead, travel and subsistence, subcontracting services, all taxes, fees, bonds, and insurance. The contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work as compensation. Any services not included in the budget will not be reimbursed.

3. Invoicing

A. Invoices shall include the following:

- “Bill To” name and address
- “Payable To” name and address
- Agreement number
- Invoice number
- Date of invoice
- Period the invoice covers
- Service and Deliverable Description, including dates of delivery and/or completion
- Contractor’s hourly rates by individual and number of hours worked during the invoice reporting period
- Other permissible expenses identified in the Budget, including travel, materials, etc.
- Subcontractor expenses, by subcontractor
- Documentation, including, but not limited to, timesheets, payroll or other documentation for labor, receipts for travel expenditures and other expenses,

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

and subcontractor invoices; and/or other documentation requested by the Contract Manager or their designee.

- B. Invoices shall be submitted semi-annually in arrears to:

Online Home Visiting Application in the First 5 California Data Hub

In the unlikely event of an outage, invoices shall be sent to:

First 5 California
Attention: Accounting Services
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270
Invoices@ccfc.ca.gov

- C. If the contractor has more than one Agreement with First 5 California, the contractor must properly identify the Agreement with the name and number of the respective contract, and submit proper documentation with each invoice for charges incurred, listing services and costs for each charge specific to said contract.
- D. First 5 California will honor cash discounts and will make payment to the contractor in accordance with the cash discount terms specified on the invoice, or when applicable, as provided in Exhibit B, Attachment B2. If a cash discount is offered on both the invoice and Cost Sheet, First 5 California shall apply the greatest discount offered, provided requirements of the Agreement have been met. Discounts must be a minimum of one-half of one percent of the amount due, but not less than \$5.00 (SAM 8113).
- E. First 5 California contract manager or designee may reasonably require additional supporting documentation, based on verifiable financial records, prior to approval of an invoice for payment. Contractor will make such documentation available on request by the First 5 California contract manager or designee.
- F. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all the charges and expenses. Failure to provide the above dash described information May result in return of the invoice to the contractor. Payment may be

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

withheld until the required information is provided. All invoices must be approved by the First 5 California contract manager prior to releasing payment.

- G. If an invoice is disputed, the contractor will be notified within seven (7) working days of receipt of the invoice. The contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to First 5 California.
- H. The contractor is required to mark "Final Invoice" on the last invoice to be submitted to First 5 California for payment. If no final invoice is received within 180 calendar days after the termination of the Agreement or expiration of the Agreement by its own terms, the contractor waives the right to receive any further payments under this Agreement.

The contractor must submit with the Final Invoice for this Agreement a signed Contractor's Release Form provided by First 5 California.

- I. In accordance with the Home Visiting (HVC) Coordination Request for Applications (RFA), the Fiscal Lead Agency must maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities, and report actual expenditures by category as approved on the Lead Agency's HVC Funding Annual Budget All invoices or claims must be substantiated by adequate supporting documentation and based on verifiable financial records.

4. Budget Line Item Changes

Change of costs by category set forth in Exhibit B, Attachment B2 that result in adjustments of more than 10 percent (10%) in any budget line category as set forth in Exhibit B, Attachment B2, must be requested in writing and approved by the First 5 California contract manager.

5. Budget Contingency Clause

- A. This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

- B. The contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this Agreement and the contractor shall not be obligated to perform any provisions of this Agreement.

6. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927 et seq.

7. Overpayment Provision

If it is determined that an overpayment has been made to the contractor, First 5 California will seek immediate recovery upon discovery of overpayment by (a) written request to the contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice; or (b) offset subsequent contractor payments by the amount of the overpayment if the contractor repayment is not received within thirty (30) days from the notice.

8. Travel Reimbursement

First 5 California agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement. The contractor shall be reimbursed at State rates. Travel expenditures will be reimbursed at the State rate in accordance with current California Department of Human Resources (CalHR), provisions related to CalHR Rules for Excluded Employees. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on a State of California Travel Expense Claim Form STD. 262, or an alternative form approved by First 5 California.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)

First 5 California will NOT reimburse out-of-state travel without PRIOR written authorization from First 5 California. Any invoice submitted without the required travel expenditure documentation may be returned to the contractor for further processing. Failure of the contractor to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude First 5 California from approving and reimbursing travel expenses.

CalHR travel rate provisions and the required travel expense claim form are accessible at the following website addresses:

- <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>
(CalHR Rules for Excluded Employees)
- <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std262.pdf>
(Travel Expense Claim Form)

9. Consultant – Staff Expenses

The contractor represents it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any California governmental entity.

Salaries of personnel who are providing services for more than one contract must be charged to each contract on a proportional basis and are only allowable for the time the employee is assigned to *this* Agreement.

**EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Cost Limitation

- A. The total amount of this Agreement shall not exceed \$90,772.95 for HVC activities.
- B. It is understood and agreed that this total is an estimate and that F5CA will pay only for those services actually rendered as authorized by the F5CA Contract Manager or designee up to the total Agreement amount.
- C. Contractor has discretion to modify staffing under Personnel from that which is described in Exhibit B, Attachment B-3, HVC Budget Narrative to meet the goals of this Agreement so long as the total cost of staffing does not exceed the total amount for Personnel authorized by this Agreement and summarized in Exhibit, B, Attachment B-2, HVC Budget. Contractor must inform F5CA Contract Manager or their designee of staffing modifications in writing within 30 days of change.
- D. Contractor may charge an indirect rate, not to exceed 15 percent for personnel, travel, compensation, and other operating expenses associated with this contract.

2. Fiscal Year Rollover of Funds

Funds approved for expenditure in the current Fiscal Year (FY) that are not fully expended may be continuously rolled over to subsequent FYs to accomplish the scope of work, up to the maximum term of the Agreement.

3. Capital Assets

F5CA funds may **not** be used for capital assets as defined by the California State Administrative Manual (SAM) and First 5 Financial Management Guide – land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period and a unit cost of \$5,000 or more (SAM Section 8602).

In accordance with SAM, if property does not have an expected useful life of at least one year, and if the purchase cost does not exceed \$5,000 for purposes of the Funding, the purchase is considered an expenditure and not a capital asset.

**EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS**

Lead Agencies must review existing policy regarding capital assets. If the Fiscal Lead Agency's policy identifies a lower monetary threshold than SAM for capital assets, the Fiscal Lead Agency's policy must be enforced when expending HVC LAA funds. If the Fiscal Lead Agency's policy identifies a higher monetary threshold than SAM for capital assets, the State of California's policy (as articulated in SAM) must be enforced when expending HVC LAA funds.

4. Payment Withholds

Failure to submit timely and accurate fiscal information, evaluation data, and program reports, as required by F5CA, may result in the withholding of a disbursement of funds, until which time the required information, data, or reports have been received. Serious delays in fiscal report submission may result in a written request by F5CA for an accounting of expenditures or special review of fiscal and program activities. F5CA may reduce or terminate program participation, at any stage, if it is determined that a Fiscal Lead Agency has failed to adhere to the terms and conditions of the RFA and/or its approved LAA, including any amendments to the LAA.

5. Dispute Resolution (Fiscal Components)

The Fiscal Lead Agency shall attempt to resolve disputes of fiscal components (reimbursement, budget amendments, etc.) with F5CA staff. If the dispute is not resolved at the first staff level, the Executive Director or designee of the Fiscal Lead Agency may appeal the decision. Such an appeal can be made by submitting a written description of the issues and the basis for the dispute to the Chief Deputy Director of F5CA within thirty (30) calendar days of receiving an initial response from the first-level determination of the dispute.

Within thirty (30) calendar days of receiving the Fiscal Lead Agency's written dispute, the Chief Deputy Director will review the facts of the dispute, and if deemed necessary, will meet with the Fiscal Lead Agency's Executive Director or designee for purposes of resolving the dispute. The Chief Deputy Director shall make a determination and send written notification of the decision to the Fiscal Lead Agency, together with the reasons for the decision, within sixty (60) calendar days of the receipt of the Fiscal Lead Agency's notification of the dispute. The decision of the Chief Deputy Director shall be final.

**EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS**

6. First 5 Financial Management Guide Compliance

Fiscal Lead Agencies should refer to the First 5 Financial Management Guide (Guide) terms and definitions when reporting to or communicating with F5CA regarding the Funding. The guidelines and glossary contained in the Guide provide a common frame of reference and language for use between F5CA and Lead Agencies when addressing financial matters.¹

7. Restricted Use of Funds

HVC funding shall be expended only for the purposes expressed in this Agreement and must not supplant existing local, state, or federal funding, such as First 5 county commission, CHVP, HVP, or local funds used for home visiting coordination.

HVC funding is not intended for direct services to families, but rather to support coordination across the home visiting system and the strengthening of the local early childhood and family support system, including home visiting.

8. Retention of Program Records

Contractor must retain files in its headquarters based in California, or at the program service location where services are being provided. All support documentation must be retained for actual expenses incurred for auditing purposes and for program review, as required in the fiscal audit provision of this Agreement.

First 5 California or any duly authorized representative shall have access and the right to examine, audit, review, excerpt, and transcribe any books, documents, papers, or records of Contractor, which in the opinion of the State, may be related or pertinent to this Agreement. Such material for each year of the contract must be retained for a period of three (3) years after the termination of the contract or until an audit is completed by the State and all questions are resolved. An exception to the three-year retention period is when a contract audit is in dispute or in litigation. In those instances, the record retention requirements may be extended.

Audits and reviews may be conducted at any time during the performance of the contract or during the three (3) years following completion of the contracting period. Actual cost incurred by Contractor for expenses and reported match funds, if

¹ The First 5 Financial Management Guide is available on the First 5 California Web site at: http://www.cffc.ca.gov/about/about_fiscal.html

**EXHIBIT B, ATTACHMENT B-1
ADDITIONAL BUDGET DETAIL AND PAYMENT PROVISIONS**

applicable, should be substantiated with appropriate source documentation. It is the Contractor's responsibility to ensure that all expenditures claimed, including all subcontractor expenditures, are allowable costs associated with performing the contracted services.

EXHIBIT B, ATTACHMENT B-2
Home Visiting Coordination Funding Budget
Fiscal Years 2020-2021 and 2021-2022

Fiscal Lead Agency:	First 5 Inyo County
Agency Address:	568 West Line Street
City, Zip Code:	Bishop, CA 93514
Fiscal Lead Agency Contact:	Melissa Best Baker
Phone Number:	760-878-0232
Email:	mbestbaker@inyocounty.us

Budget Category	FY 2020-2021	FY 2021-2022	Total
A. PERSONNEL			
Salaries	\$ 7,638.83	\$ 20,370.20	\$ 28,009.03
Benefits	\$ 3,787.58	\$ 10,100.20	\$ 13,887.78
Total Personnel	\$ 11,426.40	\$ 30,470.40	\$ 41,896.80
B. OPERATING			
Materials and Supplies	\$ -	\$ -	\$ -
Travel	\$ -	\$ 1,112	\$ 1,112.00
Equipment	\$ -	\$ -	\$ -
Incentives/Stipends	\$ 739.80	\$ 739.80	\$ 1,479.60
Contractual	\$ 15,000.00	\$ 25,000.00	\$ 40,000.00
Other	\$ -	\$ -	\$ -
Total Operations	\$ 15,739.80	\$ 26,851.80	\$ 42,591.60
C. TOTALS			
Total Direct Costs (A+B)	\$ 27,166.20	\$ 57,322.20	\$ 84,488.40
Indirect Cost Rate (not to exceed 15%)	15%	15%	\$ -
Total Indirect Costs	\$ 1,713.96	\$ 4,570.56	\$ 6,284.52
Total Funds	\$ 28,880.16	\$ 61,892.76	\$ 90,772.92
D. TOTAL MATCH FUNDS (if applicable)	\$ 5,297.35	\$ 5,297.35	\$ 10,594.70



EXHIBIT B, ATTACHMENT B-3 Home Visiting Coordination Funding Budget Narrative

County: Inyo

Fiscal Lead Agency: First 5 Inyo County

A. Personnel

Total Personnel (Salaries + Benefits)

2020–2021	2021–2022	Total
\$ 11,426.40	\$ 30,470.40	\$ 41,896.80

1. Salaries

2020–2021	2021–2022	Total
\$ 7,638.83	\$ 20,370.20	\$ 28,009.03

Supervising Public Health Nurse 101,851 (Base Salary) x 15% FTE (20/21 is only for 6 months) and then 20% in 21/22

2. Benefits

2020–2021	2021–2022	Total
\$ 3,787.58	\$ 10,100.20	\$ 13,887.78

Benefits include FICA, Medicare, Disability insurance, Health Insurance, PERS retirement, unfunded liability, Dental and Vision insurance.

B. Operations

Total Operations (sum of B. 1–6)

2020–2021	2021–2022	Total
\$ 15,739.80	\$ 26,851.80	\$ 42,591.60

1. Materials and Supplies

2020–2021	2021–2022	Total
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\$ 0	\$ 0	\$ 0
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N/A

2. Travel

2020–2021	2021–2022	Total
\$ 0	\$ \$1,112	\$ \$1,112

Travel to participate in one statewide network meeting in Sacramento, CA in FY 2021-2022. Budget for two people, home visiting coordinator and First 5 Director. 3 nights for one trip. (3 x \$100 = \$300 x 1 trip x 2 people = 600) + per diem (4 x \$64 = \$256 x 1 trip x 2 people = \$512) = \$1,112. First 5 Inyo County anticipates an Inyo County travel restriction in FY 2020-2021.

3. Equipment

2020–2021	2021–2022	Total
\$ 0	\$ 0	\$ 0

N/A

4. Incentives

2020–2021	2021–2022	Total
\$ 739.80	\$ 739.80	\$ 1,479.60

Will provide a book representing a technical assistance resource support for partner agencies and staff that join the home visiting coalition. For example, “Engaged: Building Intentional Partnerships with Families” by Parents as Teachers could be one such choice. 1 book (\$36.99) x 20 participants x 2 (one each year) = \$739.80

5. Contractual

2020–2021	2021–2022	Total
\$ 15,000	\$ 25,000	\$ 40,000



Contractor to facilitate home visiting coordination local meetings. Activities will include assisting with agenda, meeting, notes, and other assists such as data analysis and report writing as it supports the development of a home visiting coalition and completion of an environmental scan. Estimate a contractor for 2/3 year in FY 2020-2021 for \$15,000 and whole year for FY 2021-2022 for \$25,000. Actual cost will be determined when RFA is issued.

6. Other

2020-2021	2021-2022	Total
\$ 0	\$ 0	\$ 0

N/A

C. Match Funds

2020-2021	2021-2022	Total
\$ 5,297.35	\$ 5,297.35	\$ 10,594.70

First 5 Director in support of HVC activities. \$105,947 x .05 FTE

D. Totals

Funding Category	Total FY 2020-2021	Total FY 2021-2022	Grand Total
Total Personnel	\$ 11,426.40	\$ 30,470.40	\$ 41,896.80
Total Operations	\$ 15,739.80	\$ 26,851.80	\$ 42,591.60
Total Direct Costs	\$ 27,166.20	\$ 57,322.20	\$ 84,488.40
Indirect Cost Rate (not to exceed 15%)	15%	15%	Click here to enter %.
Indirect Costs	\$ 1,713.96	\$ 4,570.56	\$ 6,284.52
Total First 5 Funds	\$ 28,880.16	\$ 61,892.76	\$ 90,772.92
Total Matching Funds	\$ 5,297.35	\$ 5,297.35	\$ 10,594.70

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

1. Printing

The Contractor will contact First 5 California regarding all print jobs. First 5 California will contact the Office of State Publishing (OSP) for a print job quote or a print job exemption.

2. Iran Contracting Act

Public Contract Code (PCC) section 2202 et seq., the Iran Contracting Act of 2010, establishes restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. The Act requires that the Department of General Services (DGS) post a list of persons determined to fall within the Act's prohibitions, and to update the list every 180 days. Agencies receiving bids or proposals, or entering or renewing contracts valued at \$1 million or more must obtain a certification from the vendor certifying they are not on the list and are not a financial institution extending credit to an ineligible vendor on the list. Agencies should independently check the DGS list to verify the certification. (PCC section 2204.) The Act includes certain exceptions. (PCC section 2203(c).)

3. Resolution of Disputes

First 5 California shall be the sole judge of the acceptability of all work performed by the Contractor. Should the work performed by the Contractor fail to meet the minimum First 5 California conditions, requirements, or other applicable standards, specifications, or guidelines, the following resolution process shall be employed:

- (a) The First 5 California contract manager shall notify the Contractor in writing within fifteen (15) business days after any acceptance issues by identifying the specific inadequacies and/or failures in the services performed by the Contractor.
- (b) The Contractor shall, within five (5) business days after initial issue notification, respond to the First 5 California contract manager by submitting a detailed explanation describing precisely how the identified services actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services. Failure by the Contractor to respond to the First 5 California contract manager's initial issue notification within the required time limits may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

- (c) First 5 California shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If First 5 California rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the First 5 California notification of rejection by submitting a revised corrective action plan within the required time limit may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination with proper documentation.
- (d) First 5 California shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Contractor for all work accepted prior to termination.

4. Subcontractors, Independent Consultants, and Vendors

- A. As used in this Agreement, the terms "subcontractor" and "independent consultant" shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.
- B. No portion of the work under this Agreement may be subcontracted by the Contractor without the express written consent of First 5 California. If requested by the Contract Manager or their designee, the Contractor shall submit to the First 5 California contract manager the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate prior to commencing work under the subcontract. At its discretion, First 5 California may approve commencement of work by a subcontractor and/or independent consultant prior to receipt of these documents, but such approval shall be contingent upon the review and approval of the final written subcontract and the subcontractor's and/or independent consultant's Conflict of Interest Certificate within five (5) business days of commencement of work.

If a subcontractor's and/or independent consultant's final written subcontract and Conflict of Interest Certificate were included with the materials submitted by a successful bidder pursuant to a competitive bid process, no additional written

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

approval of that subcontractor and/or independent consultant is required, absent material change in the subcontract's terms, or the scope or nature of work to be performed by the subcontractor and/or independent consultant.

It is the Contractor's responsibility to promptly alert First 5 California to any material changes, as described above, in any subcontractor's and/or independent consultant's responsibilities or subcontract.

C. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors and Independent Consultants

Nothing contained in this Agreement or otherwise shall create a contractual relation between the State and any subcontractors and/or independent consultants, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or independent consultants, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors and/or independent consultants is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor and/or independent consultant.

6. Substitution of Disabled Veteran Business Enterprise Subcontractors

In the event this Agreement was awarded based on a commitment to subcontract a portion of the total amount of the Agreement to a DVBE identified in the bid or offer, per Military and Veterans Code (M&VC) section 999.5 (e), the Contractor's DVBE subcontractor may replace or substitute the DVBE subcontractor only with another DVBE subcontractor. This shall require the approval of First 5 California prior to commencement of subcontract services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer that are approved for DVBE substitutions by First 5 California will be documented by a contract amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under right and remedies due to the State, and penalties as outlined in M&VC section 999.9; or PCC section 10115.10.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

7. DVBE Participation Reports

The Contractor shall submit DVBE Participation Reports twice a year during the month of January and July for the term of the Agreement to the First 5 California contract manager. The reports shall certify the following:

- A. The total amount the prime Contractor received under the Agreement.
- B. The name and address of the DVBE(s) that participated in the performance of the Agreement.
- C. The amount each DVBE received from the Contractor.
- D. Certification that all payments under the Agreement have been made to the DVBE(s).
- E. The actual percentage of DVBE participation that was achieved.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation as defined in M&VC section 999.5(d).

8. Amendments

- A. This Agreement may be amended only by mutual written consent of the parties signed by each party's authorized representative or his/her designee or successor. No alternative or variation of the terms of this Agreement will be valid or binding unless so made and no prior oral understanding or agreement not incorporated herein is binding on any of the parties hereto.
- B. If this Agreement was awarded with a commitment to subcontract a percentage of the total amount of the Agreement to a DVBE and it is amended during the term to increase the total amount of the Agreement, the Contractor shall certify that the percentage specified to be subcontracted in the DVBE Worksheets shall be applied to the amended dollars.
- C. This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates and terms specified in the original Agreement, or any subsequent amendment.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

9. Confidentiality

- A. All data and information related to First 5 California operations, which are designated confidential by First 5 California or developed by the Contractor and deemed confidential by First 5 California, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, First 5 California paper and/or electronic documents, reference materials, or any materials related thereto shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and its employees are hereby considered agents only for confidential data purposes and will be liable under the state and federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and/or independent consultant, and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- C. The Contractor and all subcontractors and/or independent consultants shall immediately notify First 5 California of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, public records request, court order, or other legal action. Unless the First 5 California contract manager authorizes the disclosure of the information in writing, the Contractor and all subcontractors and/or independent consultants shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

10. Lobbying, Political Activities, and Politicians

- A. The Contractor shall not use Agreement funds for direct or indirect lobbying.
 - (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance, or ballot measure.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

- (2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance, or ballot measure.
- B. The Contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.
- C. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.
- D. The Contractor and its subcontractors and/or independent consultants shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

11. Termination for Convenience

First 5 California retains the option to terminate this Agreement without cause at First 5 California's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. If First 5 California terminates this Agreement at its convenience, the Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Contractor (hereinafter referred to as "the notice date"). In such event, at the request of First 5 California, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or the work is in progress on the termination date. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Contractor receives written advance approval from the State. Any services or deliverables for which the Contractor is paid which are provided

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

according to the procedures in this paragraph shall become the property of First 5 California.

12. Termination without Cause

First 5 California reserves the right to terminate this Agreement subject to thirty (30) calendar day's written notice to the Contractor. Any termination shall be effected by written notice to the Contractor, either hand-delivered or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice.
- B. Place no further orders or enter into any further subcontracts for materials, services, or facilities except as necessary to complete work under the Agreement up to the effective date of termination.
- C. Terminate all orders and subcontracts.
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts.
- E. Deliver or make available to First 5 California all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.
- F. The Contractor shall transfer, assign, and make available to First 5 California all property and materials belonging to First 5 California, all rights and claims to any and all reservations, agreements, and arrangements with owners of media/public relations (PR) materials, or others and shall make available to First 5 California all written information regarding First 5 California's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

In the event of termination, an equitable adjustment shall be made by First 5 California based upon a written request by the Contractor within thirty (30) calendar days from the date of the notice of termination. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

13. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

- A. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts.
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- D. Upon the effective date of termination of the Agreement and payment of all items properly chargeable to the State hereunder, the Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State and no extra compensation is to be paid to the Contractor for its services in connection with any such transfer or assignment.
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement that is in the possession of the Contractor and in which the State has or may acquire an interest.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

14. Insurance Requirement

The Contractor hereby represents and warrants that the Contractor is currently, and shall for the duration of this Agreement, including any extension in the term, be insured against commercial property, commercial general, workers compensation, and employee dishonesty insurance. The Contractor agrees to carry a minimum coverage of \$5,500,000 for commercial property with special form coverage and no co-insurance. Commercial general liability with a limit of no less than \$1,000,000 per occurrence. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury and all liability assumed under and insured contract. Employee dishonesty insurance with a limit of no less than \$100,000 per loss. Both the commercial property and employee dishonesty policies shall name First 5 California as loss payee. The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. The Contractor shall provide a waiver of subrogation in favor of the State for the workers' compensation policy. The Contractor shall be responsible for any deductibles included in the insurance policies.

The certificate of insurance must include the following provisions:

- First 5 California must be named as the "Certificate Holder" as follows:

State of California
First 5 California
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270

- The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- Place the language as stated below in the "Description" section:

"The State of California, its officers, agents, employees, and servants are hereby named as additional insured, but only with respect to work performed for the State of California."

The Contractor agrees that the liability insurance herein provided for shall be in

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance may be subject to the approval of the DGS, Office of Risk and Insurance Management. The Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Such coverage(s) as referenced herein shall be a condition of First 5 California's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, the Contractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by the Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State does not convey any rights or privileges to First 5 California. It does, however, serve to provide the State with proof that the Contractor is insured up to the required minimums, as required by the State. First 5 California and DGS reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

15. Information Security Incidents

The Contractor agrees to notify the First 5 California contract manager, in writing via e-mail, of any use or disclosure of information not provided for by this Agreement of which it becomes aware, within three (3) working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, theft), description of the information that was compromised and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

16. News Release and Publicity

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Local Area Agreement)

The Contractor shall not issue any news release or make any statement to the news media regarding the products or materials created pursuant to this Agreement, operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of First 5 California.

17. Recycled Project Content

A minimum of 30% recycled paper and/or cardboard only must be used, unless proposed job (e.g., printing) cannot be done on recycled materials. The Contractor must also certify in writing, upon completion of performance under the Agreement, the exact percentage of post-consumer or secondary materials (paper, plastic, metal, cardboard) provided or used in the services provided under the Agreement.

The certification shall be provided regardless of content, even if the product contains no recycled material. This certification must be signed under penalty of perjury. The Contractor may use and request Form CIWMB 74 from the First 5 California contract manager for certification purposes.



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board receive a presentation from the Rural Desert Southwest Brownfields Coalition (RDSBC) on the status and accomplishments of the RDSBC throughout Inyo County; review a letter of intent to continue Inyo County's partnership with the RDSBC; and, potentially the authorize the Chairperson to sign the letter.

SUMMARY/JUSTIFICATION:

Nye County, on behalf of the Rural Desert Southwest Brownfields Coalition (RDSBC), would like to present to the Board and public, the status and accomplishments of the RDSBC throughout Inyo County, and discuss the encouragement of community participation in the identification of potential brownfields projects.

Nye County, on behalf of the RDSBC is also requesting a Letter of Commitment from Inyo County to continue the County's participation as a long-standing member of the RDSBC and to support submission of a US Environmental Protection Agency Fiscal Year 2021 Brownfields Assessment Coalition Grant Application for the RDSBC.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Inyo County RDSBC Presentation
2. Proposed RDSBC Letter of Intent

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

Created/Initiated - 9/18/2020
Approved - 9/21/2020
Final Approval - 9/21/2020



Rural Desert Southwest Brownfields Coalition (RDSBC)

Presentation to the Inyo County Board of Supervisors
Tuesday, October 6, 2020

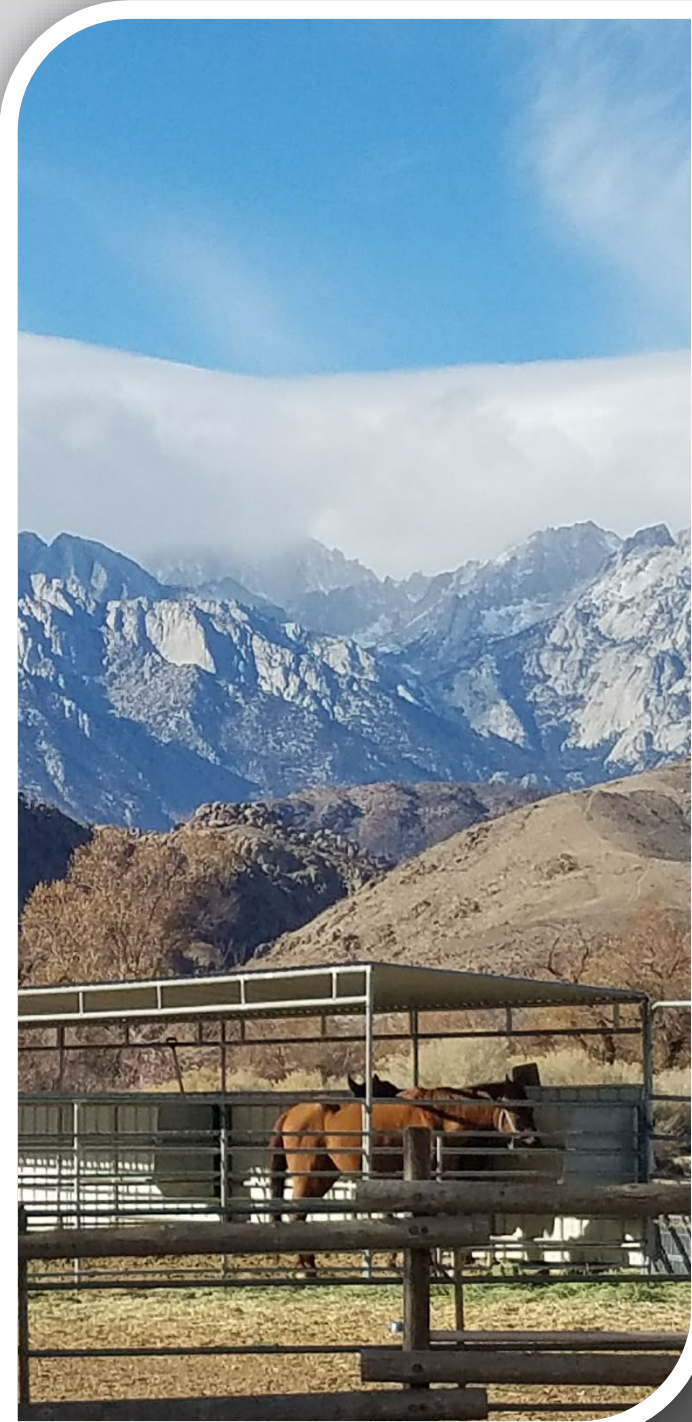
What is a Brownfield?

- The EPA defines a brownfield as “real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant”. Common contaminants include:
 - Asbestos
 - Lead-Based Paint
 - Oil, gasoline, diesel, and kerosene
- Can be hazardous to the environment and community safety.
- Can suppress community and economic development.



The Rural Desert Southwest Brownfields Coalition (RDSBC)

- Formed in 2011 to address environmental and economic development needs for five counties across two states.
 - Esmeralda, Lincoln, Nye, and White Pine Counties in Nevada, and Inyo County, California.
- Expanded from 2014 and 2016 to include Mineral County and the Duckwater Shoshone Reservation.
- Hopefully Expanding in Fiscal Year 2021 to include the Nevada Rural Housing Authority.
- The draft grant application will be available for public review and comment via the RDSBC Facebook page on or before October 2, 2020.



RDSBC Coalition Members

- Duckwater Shoshone Reservation
- Esmeralda County, Nevada
- Inyo County, California
- Lincoln County, Nevada
- Mineral County, Nevada
- Nye County, Nevada
- White Pine County, Nevada
- Nevada Rural Housing Authority



Goals and Objectives



- Protect the health and welfare of the population.
- Protect the environment.
- Promote economic development and job creation.
- Promote economic diversification through water-efficient renewable energy, testing and manufacturing facilities, innovative agriculture, and tourism opportunities.
- Resolve critical housing shortages that act as a barrier to economic development across the Coalition.

Opportunities

Phase I Environmental Site Assessment



Review records. Examine past and current land uses through property photographs, maps and historical records.



Review government databases. Examine ownership and environmental records related to managing or disposing of hazardous substances and petroleum products.



Visually inspect the site. Visit the site and nearby properties to observe current conditions.



Interview owners, neighbors and past workers. Find out what they know about site operations involving wastes and chemicals.

Opportunities

Phase II Environmental Site Assessment



Identify chemicals of concern. Determine contaminants likely to be present in soils, groundwater or vacant structures based on property history.



Sample and test soil, groundwater and other media. Develop a sampling plan for the property. Collect and analyze samples to determine type and distribution of contaminants.



Further investigate areas of concern. Review results and target sampling to find localized hot spots (high-risk areas) and extent of contamination.



Develop plans for cleanup, if needed. Cleanup for reuse prevents and minimizes exposures. The plan considers layout of structures, open areas, slope of the property and contaminants.

Measures of Success

Measures	Grant Goals (2011-2020)	RDSBC Actual (2011-2020)	Inyo Actual (2011-2020)
Site lists	8	8	NA
Site eligibility forms (by parcel)	50	75	8
ACRES Forms (by parcel)	56	64	5
Phase I ESAs (by parcel)	48	63	5
Sampling and Analysis Plans (by parcel)	17	16	3
Phase II ESAs (by parcel)	17	18	2
Clean-up/Reuse plans	17	9	1
Area Wide Plan	3	3	NA
Website Updates	15	15	NA
Public Meetings	32	38	7
Coalition/Member maps	36	57	6

Since 2011, \$232,026 in grant dollars have been spent on Inyo County grant deliverables – not including Inyo County grant reimbursable travel and expenses.

Wye Road II Property

Location: Bishop, California

Description: 3.8-acre undeveloped parcel located east of U.S. Route 6.

Accomplishments:

- Past work (Wye Road I)
 - Phase I Environmental Site Assessment April 2016
 - Phase II Environmental Site Assessment Sampling and Analysis Plan December 2016
 - Phase II Limited Environmental Site Assessment April 2017
 - No evidence of significant environmental concerns found in the investigation
 - *Grocery Outlet Bargain Market*
- Wye Road II
 - Phase I Environmental Site Assessment November 2019



Mt. Whitney Fish Hatchery

Location: Independence, California

Description: The State of California has owned this property since the early 1900s. It is currently under the stewardship of the Friends of Mt. Whitney Fish Hatchery.

Challenge:

- The site was nearly destroyed in a 55,000-acre wildfire in July 2007.
- A heavy thunderstorm caused a mud/ash slide in July 2008, depositing a four-foot layer of mud and debris throughout the grounds of the hatchery.
- A Phase I identified several possible contaminants including asbestos and petroleum-based products.

Accomplishments:

- Assessments by contractors selected by the California Department of Fish and Wildlife (CDFW) were ongoing until December 2019.
- The Lahontan Regional Water Quality Control Board (LRWQCB) issued the Mt. Whitney Fish Hatchery a “**No Further Action Required**” letter in December 2019.



PPG Industries Bartlett Plant

Location: Cartago, California

Description: The property has had two known uses. The Pittsburgh Plate Glass (PPG) Bartlett Industries owned and operated a salt extraction facility on the property until 1958, and the current owner used one of the on-site buildings as a small office and assembly facility for mechanical heart components. The subject site has been named as a possible location for a visitor center for the Owens Dry Lake to be operated by Inyo County.

Challenge: Redevelopment plans for the subject site have been hampered by the stigma associated with the property being the former PPG plant.

Accomplishments: The RDSBC has made progress in moving the PPG Industries Bartlett Plant site towards cleanup. To date, the RDSBC has successfully:

- Entered the PPG Industries Bartlett Plant site into the RDSBC program
- Worked with the property owner to coordinate assessment and cleanup efforts
- Completed the Phase I and Phase II Environmental Site Assessments



2019 National Brownfields Conference

- December 11th through December 13th, 2019.
- A conference in Los Angeles, California, that provided opportunities for networking and over 125 educational sessions.
- The RDSBC was highlighted during a panel discussion on utilizing brownfields for renewable energy expansion



2018 Writers of the Best ARC Webinar

- Held on June 6th, 2018, and organized by:



CENTER FOR CREATIVE
LAND RECYCLING

RECLAIM. CONNECT. TRANSFORM.

- Inspired by community willingness to participate in brownfields programs, presented grant-writing advice in this webinar to coalition builders around the country.
- Provided guidance to other communities to apply for ARC grants.

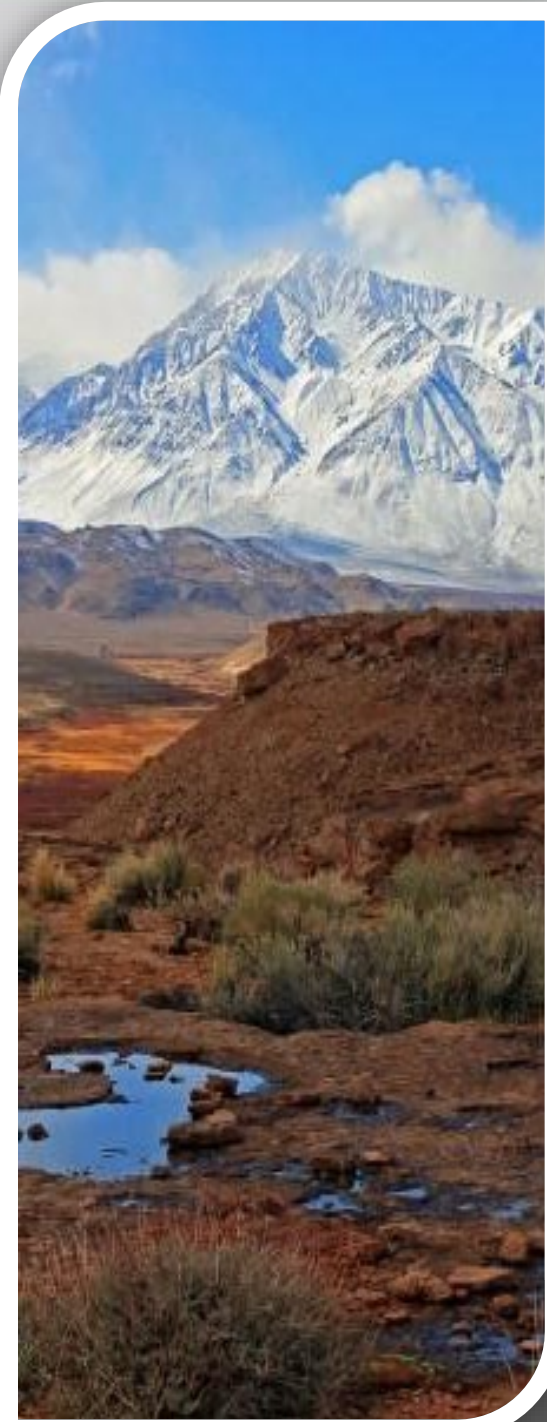


RDSBC Website

The RDSBC website was created as a resource for the public and coalition members. The website provides a variety of information including:

- An overview of the RDSBC, county-specific brownfields, and renewable energy factors.
- Detailed information and documentation for each brownfields site participating in the RDSBC.
- RDSBC meeting information.
- News on upcoming brownfields events

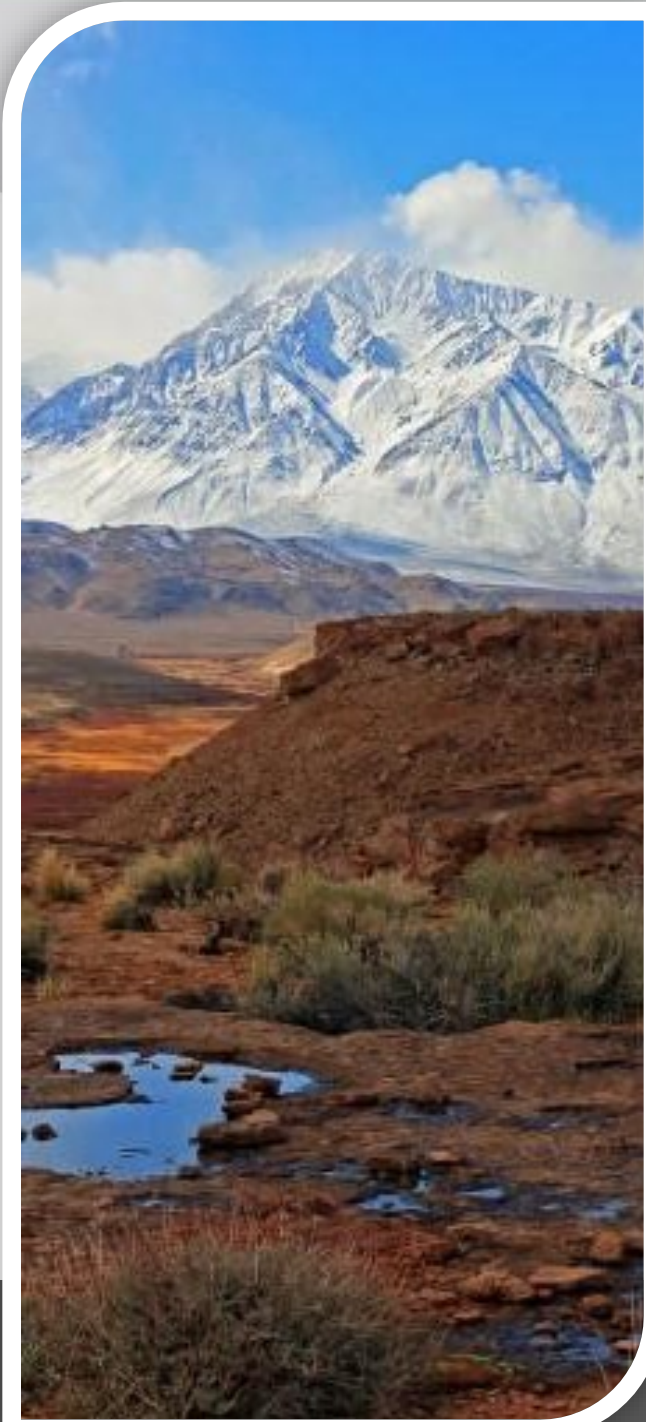
<http://www.rdsbc.org/>



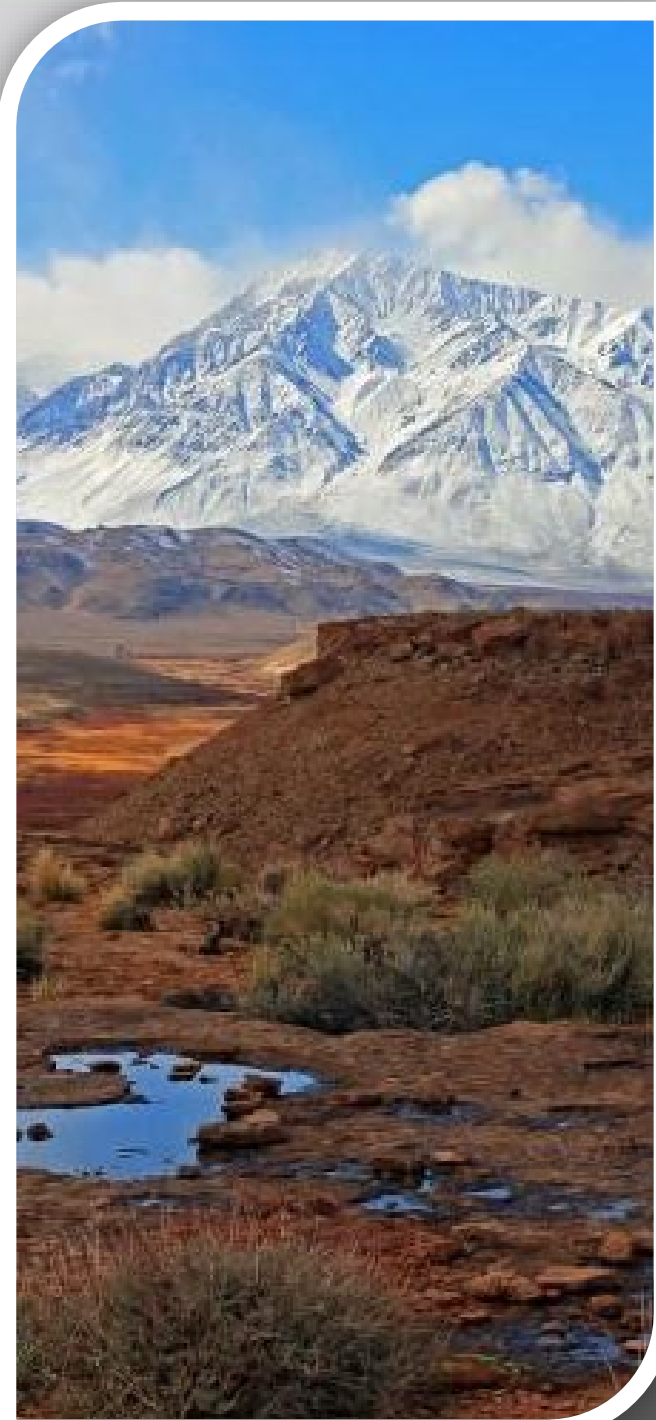
Stakeholder Participation

Participation by community members is the most effective method to identify sites that have the greatest potential to benefit the community through assessment, cleanup, and redevelopment.

The RDSBC welcomes input on potential brownfields sites by the public, community organizations, and community leaders. It is through this collaboration that the RDSBC will provide the most assistance to communities and the program will achieve the most success.



Questions





Lorina Dellinger
Nye County
Assistant County Manager
Phone: (775) 482-7319
ldellinger@co.nye.nv.us



Thank You



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

October 6, 2020

Mr. Tim Sutton
County Manager
Nye County
2100 E. Walt Williams Dr., Ste. 100
Pahrump, NV 89048

Dear Mr. Sutton:

Re: Brownfields Coalition Assessment Grant

On behalf of the Inyo County Board of Supervisors, I am pleased to express our intention to continue partnership with the Rural Desert Southwest Brownfields Coalition (RDSBC). As such, I am providing Nye County, Nevada our letter of commitment for inclusion in the Fiscal Year 2021 U.S. Environmental Protection Agency Brownfields Assessment Coalition Grant application.

We understand that Nye County will serve as the lead applicant and the other members of the Rural Desert Southwest Brownfields Coalition (RDSBC) are Esmeralda, Lincoln, Mineral, and White Pine Counties in Nevada, the Duckwater Shoshone Tribe of the Duckwater Reservation, and the Nevada Rural Housing Authority.

We understand that assessment funding will assist each member of the Coalition in identifying and addressing issues related to “Brownfield” sites, or properties where potential contamination may be hindering reuse and redevelopment of those properties. We are eager to continue addressing the issues of potential brownfields sites in Inyo County and to help facilitate the continued process of addressing potential brownfields site in other Coalition counties. We are pleased to continue to be a part of the redevelopment momentum built through the RDSBC and will keep working as part of the Coalition to develop plans to reuse and redevelop properties that may have contaminants present. Inyo County supports the invaluable role this funding will serve in the communities and looks forward to continuing to participate in the coalition and work with community organizations and stakeholders involved in this effort.

Best Regards,

Matt Kingsley
Chairperson, Inyo County Board of Supervisors



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Annual Nomination of CSAC Board of Directors Representative and Alternate

RECOMMENDED ACTION:

Request Board nominate from among its members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2020-2021.

SUMMARY/JUSTIFICATION:

The Inyo County Board of Supervisors has been asked to nominate a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2020-2021. Supervisors nominated will be appointed by the CSAC Executive Committee to one-year terms commencing with the first day of the annual CSAC conference. The 2020 CSAC conference will begin on Thursday, November 12, 2020. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors will be holding its first meeting of the year during the upcoming conference and thus it is important that Inyo County has its designated Board representative at the first meeting on November 19, in part because officers and Executive Committee members will be nominated at that time.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board of Directors includes one county supervisor from each of the 58 counties, plus the officers, and delegates day-to-day policy and oversight functions to the Executive Committee.

Supervisor Jeff Griffiths currently serves as Inyo County's representative on the CSAC Board of Directors; Supervisor Tillemans serves as the alternate.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to nominate representatives to the CSAC Board of Directors, or delay its nominations. According to CSAC, if the organization does not receive Inyo County's 2020-2021 nomination, your current Board representative will continue to serve on CSAC's Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

OTHER AGENCY INVOLVEMENT:

CSAC

FINANCING:

There is no fiscal impact to the County associated with making the requested nominations.

ATTACHMENTS:

1. CSAC Board Selection Memo for 2020-2021
2. CSAC Board of Directors Roster for 2019-2020
3. Nomination Form - CSAC Board of Directors Member for 2020-2021

APPROVALS:

Darcy Ellis	Created/Initiated - 9/16/2020
Clint Quilter	Final Approval - 9/30/2020



OFFICERS

President

Lisa A. Bartlett
Orange County

1st Vice President

James Gore
Sonoma County

2nd Vice President

Ed Valenzuela
Siskiyou County

Past President

Virginia Bass
Humboldt County



EXECUTIVE DIRECTOR

Graham Knaus

September 15, 2020

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2020 CSAC conference will begin on Thursday, November 12, 2020. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, November 19, 2020.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2020-2021 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2020-2021 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at kjones@counties.org.

Enclosures

cc: 2020 Board of Directors
Clerks, Board of Supervisors

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2019-2020

SECTION

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Lisa Bartlett, Orange

James Gore, Sonoma

Ed Valenzuela, Siskiyou

Virginia Bass, Humboldt

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	David Rogers
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters
R	San Benito County	Jim Gillio
U	San Bernardino County	Janice Rutherford
U	San Diego County	Greg Cox
U	San Francisco City & County	TBA
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	David Rabbitt
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Amy Shuklian
R	Tuolumne County	Karl Rodefer
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

ADVISORS

Bruce Goldstein, County Counsels Association, Past President, Sonoma County
Carmel Angelo, California Association of County Executives, President, Mendocino County



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2020 – 2021

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2020 – 2021 Association year beginning Thursday, November 12, 2020.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Korina Jones
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Email: kjones@counties.org



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Water Department

SUBJECT: Appointment of One applicant to fill the vacancy on the Water Commission

RECOMMENDED ACTION:

Request Board consider the Letter of Interest received for appointment to the Water Commission and appoint one Water Commissioner with a term ending December 31, 2023.

SUMMARY/JUSTIFICATION:

The Water Commission currently has one vacancy with a term ending December 31, 2023. The Clerk of the Board has advertised this vacancy in accordance with County policy. Prior to the application deadline, one Letter of Interest was received from Ms. Holly Alpert, Ph.D. seeking appointment to the Commission to complete a four (4) year term of office ending December 31, 2023.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not appoint a Commissioner at this time and re-advertise to fill the vacancy.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Water Commission stipends and travel expenses are paid from the Water Department budget (024102).

ATTACHMENTS:

1. NOTICE OF VACANCY - Water Commission 1 term
2. Alpert Request for Appointment
3. Alpert CV

APPROVALS:

Laura Piper
Aaron Steinwand
Darcy Ellis

Created/Initiated - 9/16/2020
Approved - 9/18/2020
Approved - 9/21/2020

Sue Dishion
Aaron Steinwand

Approved - 9/25/2020
Final Approval - 9/25/2020



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

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CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY Inyo County Water Commission

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting letters of interest to fill one (1) vacancy on the Inyo County Water Commission, with the term ending December 31, 2023.

If you are interested in serving on the Inyo County Water Commission, please submit your request for appointment on or before 5:00 p.m. on Thursday, September 10, 2020 to the Board of Supervisors at P.O. Box N, Independence, CA 93526 or dellis@inyocounty.us.

For more information, call (760) 878-0001.

Attention Legal Notices:

PLEASE PUBLISH IN THE Thursday, August 27, 2020, issue of the Inyo Register.

September 4, 2020

Inyo County Board of Supervisors
PO Box N
Independence, CA 93526
dellis@inyocounty.us

Dear Inyo County Supervisors:

I am pleased to be submitting my application to be appointed to the Inyo County Water Commission. I have been studying and working on water issues in the eastern Sierra since 2003 and am eager to take the next step in my involvement in the water community.

I began coming to the area during my first year of graduate school to contribute to my advisor's research on climate change impacts to ecosystems. As I spent time here, I began to learn about the history of water exports in the Owens Valley and Mono Basin and quickly became fascinated. I dedicated a chapter of my dissertation to examining potential impacts of altered hydrology to the surface water supplies of Mammoth Community Water District.

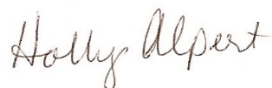
As I was entering my last year of graduate school in 2008, the Inyo-Mono Integrated Regional Water Management Program (IRWMP) was beginning. They were recruiting for a Program Assistant, and I saw the position as an opportunity to take a first step in a career dedicated to water resources in the eastern Sierra. Twelve years later, I am now the Program Director for the Inyo-Mono IRWMP. We have brought over \$5 million in programmatic and project grant money to the region to support resilient water systems and healthy ecosystems.

Through my academic career and the IRWM Program, I have endeavored to take a balanced and unbiased approach to water issues, trying to understand all viewpoints and recognizing that many issues have more than two sides. I have worked hard to form and maintain strong working relationships with water stakeholders throughout the eastern Sierra, and I believe these relationships would be beneficial to my participation on the water commission.

Finally, I am fully committed to the public outreach and education aspects of the commission's responsibilities and look forward to deeper engagement with stakeholders on Owens Valley water issues.

I thank you for your consideration of my application.

Sincerely,



Holly Alpert, Ph.D.
3577 Majestic Way
Bishop, CA 93514
760-709-2212
holly.alpert@gmail.com

Holly Alpert, Ph.D.

3577 Majestic Way

Bishop, CA 93514

760.709.2212

holly.alpert@gmail.com

Education

University of California, Santa Cruz

Ph.D., Environmental Studies (2009)

- Dissertation Title: Climate Change Implications for Conifer Distribution and Water Resources Management in the Eastern Sierra Nevada, California

Wellesley College, Wellesley, MA

Bachelor of Arts, Environmental Science and American Studies (1997)

- Graduated *cum laude*; activities included: theatre (directing, writing, technical work); Student Council to the Board of Trustees.
- Conducted tree demography research within campus' forest patches resulting in management recommendations for college's landscape and grounds department.
- Awarded Ethel L. Hersey Prize in American Studies for a play about women and AIDS.
- Inducted into Sigma Xi, the Scientific Research Society.

Employment

Inyo-Mono Integrated Regional Water Management Program, Eastern Sierra, CA

August 2008 – present

Program Director (July 2016 – present)

- Coordinate all activities of Inyo-Mono Regional Water Management Group
- Represent Inyo-Mono IRWM Program at local, regional, and state meetings and conferences
- Seek funding for high-priority projects
- Ensure compliance with state rules and regulations regarding IRWM
- Perform outreach and correspondence with local, regional, and state stakeholders and agencies, including tribes and disadvantaged communities
- Manage state grants

Program Manager (February 2011 – July 2016)

- Responsible for managing day-to-day operations of IRWM Program, including overseeing staff
- Worked with water system managers to secure funding and technical resources for priority projects
- Responsible for incorporating climate change information and planning into Inyo-Mono IRWM Plan
- Lead grant writing efforts for Proposition 84 Planning and Implementation grants, securing \$2.2 million in grant funding for the region
- Served as Project Manager for CA Proposition 84 Rounds 1 and 2 Planning Grant and Disadvantaged Communities Grant; oversee all work of these grants
- Conducted public and targeted outreach meetings and served as primary point person for IRWM Program

Project Assistant (August 2008 – February 2011)

- Assisted in coordination and writing of Phase I Integrated Regional Water Management Plan for eastern Sierra region
- Served as point person for communication with 50+ stakeholders
- Organized monthly meetings for full stakeholder group and steering committee

Holly Alpert, Ph.D.

- Prepared outreach materials and conduct outreach to new stakeholders

California Rural Water Association, Sacramento, CA

June 2016 – present

Integrated Regional Water Management Program Coordinator

- Conduct outreach to IRWM regions throughout CA
- Manage grants and oversee work for two disadvantaged community involvement projects in eastern CA and southern CA

Devils Postpile National Monument, Mammoth Lakes, CA

August 2009 – September 2010

Ecologist; Biological Sciences Technician

- Responsible for developing natural resources program, including research, data/information management, and collaboration with research partners
- Assisted with writing of first-ever General Management Plan and Resources Stewardship Strategy
- Assisted in coordination of cold-air pooling project to assess possible impacts of climate change on the Monument
- Supervised summer climate change intern

University of California Santa Cruz, Santa Cruz, CA

January 2004 – December 2008

Graduate Student Researcher

- Examined ecological impacts of seawater and brackish water desalination through a CA Proposition 50 grant to Professor Brent Haddad, which included working with partners from Stratus Consulting
- Examined impacts of snow depth change as a proxy for projected climatic changes on vegetation communities in eastern California

Earthwatch Institute, Mammoth Lakes, CA

Summer 2004, 2005, 2006

Resident/Research Assistant

- Assisted project leader Dr. Michael Loik in hosting groups of exceptional high school students to participate in research at study sites in eastern California

Oregon Humane Society, Portland, OR

May 2001 – May 2002

Development Assistant

- Managed 40,000+-donor database; recorded daily donations and coordinated tribute gift program; composed thank-you letters to donors; produced other correspondence as directed; served as a liaison between organization and donors

Recreational Equipment, Inc., Tigard, OR, and Framingham, MA

June 1997 – May 2003

Positions held: Customer Service Specialist, Specialty Shop Manager, Specialty Shop Coordinator, Sales Specialist, Office Specialist

Responsibilities included:

- Assisting customers in returns, ordering process, and other inquiries
- Meeting sales goals in Outdoorwear specialty shop; coordinating and delivering new training programs to staff; facilitating teamwork among all areas of the store; leading group meetings; coordinating day-to-day operations of the store

Holly Alpert, Ph.D.

- Scheduling 15-30 staff on bi-weekly basis; writing and delivering performance reviews; interviewing, hiring, and training new employees; coordinating daily operations of one department
- Providing excellent customer service in the Bicycling, Paddling, Ski, Climbing, and Camping departments
- Assisting in Grand Opening of Framingham, Mass. location; implementing several office systems; banking and auditing of each day's sales

Teaching

University of California, Santa Cruz, Santa Cruz, CA

Teaching Assistant, 2004-2006

Plant Physiological Ecology, Political Economy and the Environment, Ecology, and Physical and Chemical Environment

Guest Lectures

UC Davis: Environmental Science & Management 121 (Water Science and Management)

- December 2013: Inyo-Mono Integrated Regional Water Management Program

UC Santa Cruz: Environmental Studies 80B (Ecological Forecast for Global Warming)

- Fall 2004: Climate Change Impacts on Freshwater, Marine Systems, and Agriculture
- Fall 2005: Climate Change Impacts on Agriculture and Food Security

UC Santa Cruz: Environmental Studies 162 (Plant Physiological Ecology)

- Winter 2006: Seed and Seedling Ecology

Peer-Reviewed Publications

- Dettinger, Michael, **Holly Alpert**, John Battles, Jonathan Kusel, Hugh Safford, Dorian Fougères, Clarke Knight, Lauren Miller, Sarah Sawyer. 2018. Sierra Nevada Summary Report. California's Fourth Climate Change Assessment. Publication number: SUM-CCCA4-2018-004.
- Loik ME, Griffith AB, **Alpert H**, Concilio AL, Wade CE, Martinson SJ. 2015. Impact of intra- vs. inter-annual snow depth variation on water relations and photosynthesis for two Great Basin Desert shrubs. *Oecologia* 10.1007/s00442-015-3224-7
- Loik, Michael E., Alden B. Griffith, **Holly Alpert**. 2013. Impacts of long-term snow climate change on a high-elevation cold desert shrubland, California, USA. *Plant Ecology* 214(2): 255-266.
- **Alpert, H.**, M.E. Loik. 2013. *Pinus jeffreyi* establishment along a forest-shrub ecotone in eastern California, USA. *Journal of Arid Environments* 90: 12-21.
- Loik ME, **Alpert H**, Griffith AB. 2010. Climate change and snow depth impacts on vegetation at the Great Basin Desert-Sierra Nevada ecotone. Pages 135-155 in Dallmeier F, Fenech A, Maclver D, Szaro R, eds. Climate change, biodiversity, and sustainability in the Americas. Washington, D.C.: Smithsonian Institution Scholarly Press.
- Griffith, A.B., **H. Alpert**, M.E. Loik. 2009. Predicting shrub ecophysiology in the Great Basin Desert using spectral indices. *Journal of Arid Environments* 74(3): 315-326.
- Patrick, Lisa, Jessica Cable, Daniel Potts, Danielle Ignace, Greg Barron-Gafford, Alden Griffith, **Holly Alpert**, Natasja Van Gestel, Traesha Robertson, Travis E. Huxman, John Zak, Michael E. Loik, David Tissue. 2007. Effects of an increase in summer precipitation on leaf, soil, and ecosystem fluxes of CO₂ and H₂O in a sotol grassland in Big Bend National Park, Texas. *Oecologia* 151(4): 704-718.
- "Carbon Cycle" – a contributed article in *Encyclopedia of Environment and Society*, Sage Publications.

Holly Alpert, Ph.D.

Service/Volunteer

Sierra Nevada Climate Change Vulnerability Assessment

- July 2020 – present
- Lead by Sierra Business Council

Inyo County Animal Shelter

- Cat kennel volunteer, January 2020 - present

Amargosa Conservancy

- Board of directors, 2013 - 2019
- President, 2015 - 2019
- Secretary, 2013-2015

California 4th Climate Assessment

- Sierra Nevada Region Report, 2018
- Focus: water resources impacts

Humane Society Boulder Valley, Boulder, CO

- Weekly volunteer cat kennel assistant, helping to socialize cats and ready them for adoption, 2015 - 2018

California Department of Water Resources Climate Change Technical Advisory Group

- 2012-2015; advised state water managers on issues related to climate change and local/regional water planning
- Co-author of report "Perspectives and Guidance for Climate Change Analysis"

California Native Plant Society

- Vice President and Program Chair, 2011-2014
- Served on Mary DeDecker grant program committee (Chair for one year)

Sierra Classic Theatre

- Board Member, 2007 – 2011
- Technical advisor; directing, acting, set building, lighting design
- Directed and coordinated annual murder mystery dinner fundraiser, 2007-2014

Sierra Nevada Alliance Water and Climate Change Campaign Advisory Committee

- 2009-2011

Advisory Committee, Association of Monterey Bay Area Governments Proposition 50

Desalination Project

- Quarterly Meetings, 2006-2007

Expanding Your Horizons in Science and Math

- UC Santa Cruz, March 2006
- Conference for 8th – 12th grade girls
- Presenter: Will Redwood Trees Survive Global Warming?

Graduate Student Representative on Conservation Biologist Search Committee

- Environmental Studies Department UC Santa Cruz, 2005-2006



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: October 6, 2020

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – October 8, 2020

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for October 8, 2020.

SUMMARY/JUSTIFICATION:

At the conclusion of September 10, 2020 OVGA meeting the Board of Directors requested an additional meeting in October before the next regularly scheduled meeting to continue discussion of Sustainable Management Criteria and the Database Management System. Due to time limitations, these topics were not covered fully during the September meeting.

The Board may take action to approve the Communications and Engagement Plan with modifications suggested at the September meeting. In order to allow ample time for discussion of the GSP elements other agenda items are limited to future meeting schedules and OVGA staff reports on current finances and the status of the OVGA website.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD, Lone Pine Paiute Shoshone Tribe, Owens Valley Committee.

FINANCING:

N/A

ATTACHMENTS:

1. OVGA Draft Oct. 8, 2020 Agenda

APPROVALS:

Aaron Steinwand
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Aaron Steinwand

Created/Initiated - 9/18/2020
Approved - 9/21/2020
Approved - 9/21/2020
Approved - 9/21/2020
Final Approval - 9/25/2020

Owens Valley Groundwater Authority

October 8, 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 OVGA 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).

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: **INSERT ZOOM HERE**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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 at the Board's discretion.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the September 10, 2020 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
 - a. Financial Report
 - b. Report on website development
7. Action item: Approval of draft Communications and Engagement Plan.
8. Presentation from Daniel B. Stephens and Associates on elements of the Groundwater Sustainability Plan.
9. Discussion regarding schedule for future meetings and agenda items.
10. Set next meeting.

11. Adjourn.

Join the October 8, 2020 OVGA webinar via phone:

DRAFT



County of Inyo



Probation

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: October 6, 2020

FROM: Jeffrey Thomson

SUBJECT: Probation Department Re-Organization

RECOMMENDED ACTION:

Request Board receive a presentation from the Chief Probation Officer on the proposed reorganization of the Probation Department consistent with the recently approved Fiscal Year 2020-2021 budget.

SUMMARY/JUSTIFICATION:

Over the last several months the probation department has experienced a number of vacancies. These vacancies allowed management to take a look at operations and evaluate the most efficient and effective uses of personnel.

Since 2009 the probation department has had 3 executive management positions. These positions consisted of the Chief Probation Officer and two Deputy Chief Probation Officers. The Deputy Chief of Operations supervised the day to day operations of the Department in addition to being the direct supervisor for the Adult Division and the Administrative Division. The Deputy Chief of Juvenile Institutions supervised the overall operations of the Juvenile Detention Center in addition to being the direct supervisor for the Juvenile Division.

In 2016, the Juvenile Center transitioned from a full service juvenile hall to a special purpose juvenile hall. This transition provided for the juvenile hall staff (group counselors) to be reassigned to the new juvenile services redesign initiative. With the transition came new job titles, job descriptions, and the elimination (by attrition) of some juvenile hall positions. Within the first 12 months of the transition, all of the existing Juvenile Center Supervisors left the County for various reasons, including retirement. These supervisor positions were eliminated and the Deputy Chief of Juvenile Institutions became the direct supervisor for the new Rehabilitation Specialists in addition to juvenile field division.

In April of 2018, as a result of retirement, the administrative legal secretary position was eliminated and an existing Office Technician 3, was promoted to a new Administrative Analyst, creating an office technician position vacancy.

In May of 2019, a part-time Office Technician 1 was hired to help with the duties that were vacated due to the promotion of the previous full-time office technician to an Administrative Analyst.

In August of 2019, an Office Technician 3, whose time was shared with the Sheriff's Office, took a full-time position with the Public Works Department, creating a half-time Office Technician vacancy.

In November of 2019, as a result of retirement, a Deputy Chief position became vacant.

Reorganization Proposal

The Probation Department is proposing a reorganization that will not only provide a savings to the County general fund budget, but it will also provide efficiency of operations and consistency with personnel supervision. The reorganization will provide the much needed middle management supervision as well future employee career advancement opportunities.

The following changes are recommended:

- Change the existing Deputy Chief position to Assistant Chief.

The Assistant Chief will assist the Chief with the day to day administrative operations of the Probation Department; Coordinate functions of the Adult and Juvenile Divisions within the department; Advise management of difficulties concerning personnel, procedures and services; Evaluate divisional needs and assign personnel to accomplish departmental objectives; Assist in the preparation, submission and management of the department's budget; Participate in the establishment of plans and long range departmental objectives. In the absence of the Chief Probation Officer, carry out the duties and functions of the Chief Probation Officer.

- Eliminate the second Deputy Chief position.
- Create a Probation Manager and promote the position within the Department.

The Probation Manager will be the direct supervisor for both the Adult Division and the Juvenile Division and will provide supervision for Deputy Probation Officers and Rehabilitation Specialists. The Probation Manager will be a member of the Probation Department Executive Management Team.

- Change the part-time Office Technician to a full-time position. Promote the existing part-time Office Technician to the full-time position.

The Office Technician will be responsible for the fiscal operations of both the Adult Division and Juvenile Division of the Department. The Office Technician will take over the fiscal duties that were previously completed by the half-time office technician and the duties that were available due to the promotion of the previous full-time office technician.

- Eliminate the half-time (shared) Office Technician position.

Summary of potential savings:	Current:	Proposed:
Deputy Chief to Assistant Chief	\$152,265	\$165,811
DPO 3 promotion to Probation Manager	\$113,747	\$123,167
Change part-time Office Tech. to full-time	\$36,658	\$67,655
Eliminate a Deputy Chief	\$114,628	(\$114,628)
Eliminate a half-time Office Tech.	\$22,730	(\$22,730)
	<u>\$440,028</u>	<u>\$356,633</u>

Total General Fund Savings: \$83,395

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

The above proposed changes are consistent with the Board approved budget for FY20-21.

ATTACHMENTS:

APPROVALS:

Krystal Phillips
Darcy Ellis
Krystal Phillips
Sue Dishion
Jeffrey Thomson

Created/Initiated - 9/30/2020
Approved - 9/30/2020
Approved - 9/30/2020
Approved - 9/30/2020
Final Approval - 9/30/2020



County of Inyo



Probation

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Jeffrey Thomson

SUBJECT: Modification to Tuolumne County Agreement

RECOMMENDED ACTION:

Request Board ratify and approve the modified agreement between the County of Inyo and the County of Tuolumne to increase the daily rate per youth placed at the Mother Lode Regional Juvenile Detention Facility to \$175.00, contingent upon the Board's approval of future fiscal year budgets, and authorize the Chairperson and Chief Probation Officer to sign.

SUMMARY/JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered an agreement with Tuolumne County on July 28, 2017, to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement may be modified in writing and signed by all parties. The Probation Department requests that the agreement be modified to include the daily rate increase in the amount of one hundred seventy five dollars and no cents (\$175.00) per youth effective July 12, 2020.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

Increase the daily rate per youth to \$175.00.

ATTACHMENTS:

1. Tuolumne County Amended MOU
2. Tuolumne County Memorandum of Understanding effective July 2017

APPROVALS:

Krystal Phillips
Darcy Ellis
Krystal Phillips
Marshall Rudolph
Amy Shepherd
Sue Dishion
Jeffrey Thomson

Created/Initiated - 9/15/2020
Approved - 9/16/2020
Approved - 9/23/2020
Approved - 9/29/2020
Approved - 9/29/2020
Approved - 9/30/2020
Final Approval - 9/30/2020

AMENDMENT #1 TO
MEMORANDUM OF UNDERSTANDING
FOR
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #1 (“Amendment #1”) is entered into this _____ day of _____, 2020 by and between the County of Tuolumne (“County”) and the County of Inyo (“Agency”).

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding (“MOU”) for the placement of Agency’s detained juveniles at the County’s Mother Lode Regional Juvenile Detention Facility (“Facility”); and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 12, 2020, through June 30, 2021; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #1 to this MOU shall commence on July 12, 2020 and terminate on June 30, 2021, unless extended as provided by this MOU.


This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2023, by written amendment signed by both parties.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
 - a. \$175.00 per day per bed, on a space available basis, invoiced monthly.
 - b. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency’s juveniles placed in the County’s Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
 - c. Rates are subject to change by the County’s Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
By: Tracie Riggs County Administrative Officer	By: Matt Kingsley Chair, Board of Supervisors
By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM: 
By: Sarah Carrillo County Counsel	By: Grace Chuchla Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE COUNTY OF INYO
FOR**

**The Placement of Inyo County Detained Juveniles at the Motherlode Regional Juvenile
Detention Facility**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 28th day of July, 2017, by and between the County of Tuolumne, a Political Subdivision of the State of California, (“County”), and the County of Inyo, a Political Subdivision of the State of California, (“Agency”).

WITNESSETH:

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility (“Facility”) and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

2. TERM

The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

A. SERVICES

- i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.
- ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate

educational services, medical care and mental health care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.

- iii. Tuolumne County may provide emergency medical services without prior authorization from Agency
- iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent

B. PAYMENT

- i. Board and Care: Agency shall pay Tuolumne for the costs of board and care for each minor placed at the Facility under this Agreement. The payment amount shall be at a per diem rate of (\$100.00) for each 24-hour period or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Tuolumne County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
- ii. Legal Services: Agency shall be solely responsible to make certain that those minors detained in the Facility by order of the Agency Juvenile Court receive all legal services required by applicable law.
- iii. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceedings is initiated by or on behalf of any Agency minors placed in the Facility, Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless Tuolumne County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.
- iv. Medical and Psychological Services: Routine medical care provided pursuant to Tuolumne County's Agreements with California Forensic Medical Group, Inc., which includes but is not limited to health screening, dental screening, pharmaceuticals and medical supplies, and responding to sick calls are covered in the cost of Board and Care, as set forth above in paragraph i. Agency agrees to pay for or to reimburse Tuolumne County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by an Agency minor placed pursuant to this Agreement that are outside of services provided above. Agency agrees to pay for any costs above \$15,000 per medical/surgical inpatient episode. To the extent authorized by law, Tuolumne County is authorized, without the need for any further authorization, to obtain emergency medical, dental, mental health care for Agency minors housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other services must be pre-authorized by Agency.

- v. Education: The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district/county office of education within the Tuolumne County Juvenile Detention Facility.
- vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation
Attention Business Manager
465 South Washington Street
Sonora, CA 95370

C. TRANSPORTATION

- i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.
- ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

- i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

- i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the at the time of booking.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

4. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

5. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

6. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth and any subsequent reporting requirements as directed by the State.

7. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827 et seq., 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, Title 15 of the California Code of Regulations, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

8. PRISON RAPE ELIMINATION ACT (PREA):

Tuolumne County will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C.15601 Et. Seq.) (PREA), and with all applicable PREA Standards, Division of Juvenile Justice (DJJ) Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Tuolumne County acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

9. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

1. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

2. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

3. INDEMNIFICATION

- a. Each party shall indemnify, defend, protect, hold harmless and release the other, their elected bodies/representatives, officers, agents, employees and volunteers, from and against, any and all claims, losses, proceedings, damages, causes of action, liability costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.
- b. The provisions of this Section shall survive the termination or expiration of this Agreement.
- c. In the event of concurrent negligence by Tuolumne County, its elected bodies/representatives, officers, employees, agents and volunteers and those of Inyo County and its elected bodies/representatives, officers, employees, agents and volunteers, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence.

4. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:
Chief Probation Officer
County of Inyo
P.O. Box T
Independence, CA 93526
Fax: (760) 878-0436

COUNTY:
Chief Probation Officer
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5510

5. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information

Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

15. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

16. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

18. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

19. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

20. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

22. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY:  Craig Pedro, County Administrator	AGENCY:  Kevin Carunchio, CAO/Clerk of Board of Supervisors of the County of Inyo
 Linda Downey, Chief Probation Officer	 Jeff Thomson, Chief Probation Officer
APPROVED AS TO LEGAL FORM:  Sarah Carrillo, County Counsel	APPROVED AS TO LEGAL FORM:  by John-Carl Vallejo Marshall Rudolph, County Counsel
	 Mark Tillemans, Chairman, Board of Supervisors



County of Inyo



Probation

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Jeffrey Thomson

SUBJECT: Request Board ratify and approve Amendment No. 1 to the agreement between the County of Inyo and Tyler Technologies.

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 1 to the agreement between the County of Inyo and Tyler Technologies of Dallas, TX to increase the contract to an amount not to exceed \$19,800 per fiscal year, to renew each month with a monthly rate of \$1,200 for 32 users totaling \$14,400 per fiscal year and \$5,400 per fiscal year for the Automated Check-In system, contingent upon the Board's approval of future budgets; and authorize the Chief Probation Officer to sign.

SUMMARY/JUSTIFICATION:

The Inyo County Probation Department has used Tyler Technologies, formally CaseLoad Pro for several years now. When the COVID pandemic hit the department looked for an alternative safe way to supervise our clients. Tyler Technologies offered Caselink Pro which is system that allows the clients to enroll from home and check in by phone, verify callers identity with 99 percent accuracy with voice biometrics, creates tailored interviews to collect important information, decreases missed check-ins and Court hearings with auto generated texts and phone call reminders to the clients. Tyler Technologies offered Caselink Pro free of charge for a period of 90 days. The probation department evaluated this program pre-COVID and was in line to implement it. The monies were budgeted in anticipation of implementation. The 90 day cost free period has now expired and the program has proven to be a beneficial and effective way to supervise clients while keeping our officers and clients safe.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

This contract is expended out of the Adult budget 023000, Professional Services Object Code 5265 and funded from SB678 monies if approved.

ATTACHMENTS:

1. Tyler Contract Amendment for CaseLinkPro
2. CaseloadPro Original Agreement

APPROVALS:

Krystal Phillips	Created/Initiated - 9/11/2020
Darcy Ellis	Approved - 9/14/2020
Krystal Phillips	Approved - 9/14/2020
Marshall Rudolph	Approved - 9/15/2020
Amy Shepherd	Approved - 9/15/2020
Sue Dishion	Approved - 9/22/2020
Aaron Holmberg	Approved - 9/23/2020
Jeffrey Thomson	Final Approval - 9/24/2020



AMENDMENT

This amendment ("Amendment") is effective as of the date of last signature below ("Amendment Effective Date") and is entered into by and between Tyler Technologies, Inc. ("Tyler"), as successor-in-interest to CaseloadPro, L.P., and the County of Inyo, California ("Client").

WHEREAS, Tyler and the Client are parties to a master subscription services agreement with an effective date of January 19, 2016 (the "Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement as further detailed herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Automated Check-In and Reminder Service ("CaseLinkPRO") detailed in the Agreement will be activated, pursuant to the terms of the Agreement, at no cost to the Client for a period of ninety (90) days from the Amendment Effective Date ("90 Day Trial"). Following the 90 Day Trial, Tyler will invoice the Client the monthly subscription fees as set forth in the Agreement for the continued use of the CaseLinkPRO subscription.
2. Tyler will keep the CaseLinkPRO subscription active beyond the 90 Day Trial period unless Client provides Tyler with fourteen (14) days written notice, prior to the end of the 90 Day Trial period, of Client's desire to discontinue the subscription. Such written notice shall be effective when delivered via e-mail to the following e-mail address: larry.stanton@tylertech.com.
3. In addition to the standard "monthly check-ins" set forth in the Agreement, Client may request "weekly check-ins" for a fee of \$6 per enrollee, per month; provided, however, that there will be no Licensing Sharing for such weekly check-ins.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All terms and conditions of the Agreement not herein amended remain in full force and effect. Except as defined herein or otherwise required by the context herein, all defined terms used in this Amendment have the meaning set forth in the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

County of Inyo, CA

By: Sherry Clark

By: J. L. Thomson

Name: Sherry Clark

Name: Jeffrey L. Thomson

Title: Sr. Corporate Attorney

Title: Chief Probation Officer

Date: 4/6/2020

Date: 4/3/2020

Master Subscription Services Agreement

This CaseloadPRO Master Subscription Services Agreement is between CaseloadPRO, L.P., a California limited partnership, and the department signing below (**Customer**), and is dated as of the date of last signature.

- 1) **CASE MANAGEMENT SERVICE.** This agreement provides Customer access to a proprietary online subscription service consisting of a web-based hosted portal for case management, tracking and organizing offender-related data, which includes functionality for:
- Offender *demographic data* entering and maintaining,
 - Offender *case details* entering and maintaining,
 - Offender *image* uploading and tracking, and
 - Officer and offender *caseload assignment tracking*.

CaseloadPRO will provide this functionality through the caseloadpro.com domain, within its server environment and under the terms below (**Service**). This agreement requires one or more orders which will define the Services further and the pricing for the Services, which orders are governed by the terms of this agreement. CaseloadPRO may also provide data conversion and training services for Customer, which may be further described in an order and a statement of work.

2) **USE OF SERVICES.**

- a). **CaseloadPRO Responsibilities.** CaseloadPRO must (i) use commercially reasonable efforts to make the Services available, *except for* (x) scheduled outages, or (y) unavailability caused by force majeure, and (ii) provide customer support for the Services at no additional charge: the customer support terms are on Exhibit A to this agreement, which are incorporated into this agreement for all purposes. CaseloadPRO must make reasonable commercial efforts to protect the Customer Provided Information from misuse and unauthorized disclosure, when that information is being processed or used by the Services.
- b). **Customer Responsibilities.** Customer (i) is responsible for Customer Provided Information, (ii) must use commercially reasonable efforts to prevent unauthorized access to the Services, and notify CaseloadPRO promptly of any such unauthorized access, and (iii) may use the Services only in accordance with its user guide and applicable government law and rules.

Customer *may not* (w) sell, resell, rent or lease the Services, (x) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (y) interfere with or disrupt the integrity or performance of the Services, or (z) attempt to gain unauthorized access to the Services or their related systems or networks.

- 3) **PAYMENT TERMS.** Customer must pay all fees that are due within 30 days of receipt of a correct invoice, plus applicable sales, use and similar taxes.

4) **WARRANTY/SERVICE LEVEL AGREEMENT and REMEDY.**

- a). **Limited Warranty.** CaseloadPRO warrants to Customer (i) that commercially reasonable efforts will be made to maintain the online availability of the Services for a minimum of 99% availability in any given month (excluding scheduled outages), (ii) the Services will perform materially in accordance with its user guide, (iii) the functionality of the Services will not materially decrease, (iv) and the customer support will not materially degrade.
- b). **Limited Remedy and Disclaimer.** Customer's exclusive remedy and CaseloadPRO's sole obligation for breach of the warranty in (a)(i) immediately above will be for CaseloadPRO to provide a credit (if this agreement is not renewed, then a refund), for the month in question; provided that Customer notifies CaseloadPRO of such breach within 30 days of the end of the month in question. CASELOADPRO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5) **MUTUAL CONFIDENTIALITY.**

- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). CaseloadPRO's Confidential Information includes the Services.
- b). **Protection of Confidential Information.** The Recipient must use the same degree of care to protect the Confidential Information that it uses to protect its confidential information (in no event less than reasonable care) and not disclose or use any Confidential Information of Discloser for any purpose (other than within the scope of this agreement). The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and agents who

need such access for purposes consistent with this agreement and who have signed similar confidentiality agreements with the Recipient.

the right to make additional copies of the material (**Licensed Documentation**).

- c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser (iii) is received from a third party without breach of any obligation owed to Discloser or (iv) was independently developed by the Recipient without use or access to the Confidential Information.

6) **PROPRIETARY RIGHTS.**

- a). **Reservation of Rights by CaseloadPRO.** The software and other technologies provided by CaseloadPRO in providing the Services are the proprietary property of CaseloadPRO and its licensors, and all right, title and interest in the software, Services and other technology, including all associated intellectual property rights, remain only with CaseloadPRO. CaseloadPRO grants no rights unless expressly provided in this agreement. Any software provided by CaseloadPRO as part of the services is licensed as follows: CaseloadPRO grants Customer a non-exclusive, non-transferable internal use license to such software for the duration of the Services (**Software Component**).
- b). **Customer Restrictions.** Customer *may not*.
- i. reverse engineer the Services or the Software Component;
 - ii. remove or modify any proprietary marking or restrictive legends in the Service; or
 - iii. access the Services or Software Component to (w) build a competitive product or service, or (x) copy any feature, function or graphic of the Service.
- c). **Customer Provided Information.** All uploaded information under Customer's account remains the sole property of Customer, as between CaseloadPRO and Customer (**Customer Provided Information**). Customer grants CaseloadPRO a non-exclusive term license to use, modify, copy and prepare derivative works of the Customer Provided Information for purposes of CaseloadPRO performing under this agreement. Upon a Customer request, CaseloadPRO will promptly return to Customer the Customer Provided Information via FTP or DVD for no charge (requests more than once a month will incur a \$100 administrative fee).
- d). **Licensed Documentation Subscription Services Agreement.** The Services user guide and other CaseloadPRO provided Services documentation is licensed to Customer as follows: CaseloadPRO grants Customer a non-exclusive, license for the duration of the Services to such material for Customer's internal use solely with the Services, with

7) **EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.**

- a). **Exclusion of Certain Damages.** EXCEPT FOR A VIOLATION OF CASELOADPRO'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, OR ANY FAILURE OF DELIVERY OF THE SERVICES).
- b). **Limitation of Liability.** CASELOADPRO'S LIABILITY FOR ALL DAMAGES RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER AS WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8) **TERM, TERMINATION AND SUSPENSION OF SERVICE.**

- a). **Term.** This agreement renews automatically each year on July 1st, unless otherwise terminated herein.
- b). **Mutual Termination for Material Breach.** If either party is in breach of any material term of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- i. **Actions upon Termination.**
- (w) Upon any termination as provided in 8(b) above by Customer, CaseloadPRO must refund any prepaid fees covering the remainder of the Term of that order.
 - (x) Upon any termination as provided in 8(b) above by CaseloadPRO, Customer must pay any unpaid fees covering the remainder of the Term of all orders, and destroy all CaseloadPRO property and the Software Component. Customer upon request will confirm that it has complied with these requirements.
- c). **Return of Customer Provided Information.** Upon request of Customer within 30 days after the effective date of termination of the Services, CaseloadPRO will make available for download or provide to Customer via FTP or DVD, the Customer Provided Information. After a 60-day period after termination, CaseloadPRO has no obligation to maintain any of the Customer Provided Information.
- d). **Suspension of Service for Violations of Law.** CaseloadPRO may immediately suspend the Services and remove applicable Customer Provided Information if it in good faith believes that, as part of



ORIGINAL

Inyo County, CA

Reoccurring Monthly Expenses
Case Management User Monthly Subscription (32 Users @ \$37.50 per User) \$1,200

For the purposes of this order, a user shall be defined as any individual person who has an active login to the Adult, Juvenile and Institutions areas of CaseloadPRO. Additional user blocks may be added, which will be pro-rated through the remainder of the subscription term then in effect. Customer may decrease its user blocks during any month upon 30 days' notice. A credit will be provided in the form of an extension to the subscription term then in effect.

Total Monthly Costs \$1,200

Effective Date: The effective date of this order shall be the date of last signature.

Duration: [1] month starting at system acceptance and "Go Live"

Renewals: This order automatically renews each month for an additional 1 month, unless either party provides the other with notice of non-renewal at least 30 days prior to the renewal date.

Price Increases: CaseloadPRO may not increase its prices under this order by more than 1.2 times (120%) the relative percentage change in the Consumer Price Index (CPI). The change in CPI will be calculated between the current date and the date of last price increase (if no price increase has been made, then the effective date of this order). *Sixty (60) days notification of increase is to be provided.*

Payment: All services are to be paid in advance. Payment for the first month of "Monthly Expenses" is due at system "Go Live". Future "Monthly Expenses" invoices will be due prior to the beginning of the month in which the services are provided.

Terms: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.

Inyo County, CA

CaseloadPRO, L.P.

By:

Name: Jeff Thomson

Title: Chief Probation Officer

Date:

10/3/2017

By:

Name: Larry Stanton

Title: Director of Sales

Date:

8-10-2017

Responsibilities of the CLIENT

The CLIENT is required to setup first level support contacts. The first level contacts will be the initial contact for any CaseloadPRO support questions from CLIENT staff. Only first level contacts or CLIENT designated staff are authorized to contact CaseloadPRO, and only after making reasonable attempts to resolve the issue(s).

Unlimited Phone and Email Support

Days & Hours: Monday - Friday, 9am - 5 pm (PST) (excluding national holidays)

Phone #: (800) 686-1134

Email: help@CaseloadPRO.com

Priority 1 Emergency Support 24x7

Phone #: (800) 686-1134 extension 911

Scheduled Outages

72 hours advance notice and only during weekends, holidays or between the hours of 9pm to 7am (PST).

Severity Chart

Priority	Definition	Response Guideline	Details
Priority 1	Service is unavailable or substantially fails to perform	1 hour	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 24 hours
Priority 2	Substantial degradation in performance of the Service	12 hours	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 5 days
Priority 3	Minimal to no impact on the availability or performance of the Services	3 days	Commercially reasonable efforts to include in next major release



County of Inyo



Farm Advisor

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Dustin Blakey

SUBJECT: County-UC Agreement

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and University of California Agriculture and Natural Resources for the provision of professional services to the Farm Advisor department in support of the Inyo/Mono 4-H youth development program, in an amount not to exceed \$13,750 for the period of September 15, 2020 through September 14, 2021, contingent upon the Board's approval of future budgets, and authorize the County Administrative Officer to sign.

SUMMARY/JUSTIFICATION:

In the past UC funded 4-H positions in counties have been paid by a combination of general and contingency funds by the University of California. Beginning this year the statewide program is reducing central funding support to the local programs, but will allow counties to capture most of the enrollment fees in support of our local 4-H coordinator position. However, this is insufficient to cover expenses with out dramatically raising enrollment fees, currently \$55 per youth.

The current board approved budget provides \$13,750 of professional services expense in support of the Inyo/Mono 4-H program to help meet this gap.

This agreement sets up the mechanism to provide funding to UC for our current program representative, a UC employee, to maintain their current level of service to our local communities, currently 0.5 FTE.

Last year the Inyo/Mono 4-H program served over 200 youth and we expect strong demand due to changes in schooling due to the coronavirus pandemic.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to not ratify the contract which would result in reduced services to local youth or dramatic increases in enrollment fees for families participating in 4-H.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Farm Advisor (066800) 2020-2021 budget includes \$13,750.00 in object code 5265-Professional Services.

ATTACHMENTS:

1. County of Inyo - University of California Agreement

APPROVALS:

Melissa Yeager	Created/Initiated - 9/16/2020
Darcy Ellis	Approved - 9/16/2020
Melissa Yeager	Approved - 9/17/2020
Marshall Rudolph	Approved - 9/17/2020
Amy Shepherd	Approved - 9/17/2020
Dustin Blakey	Final Approval - 9/17/2020

Agreement No. Y20-5296

4-H PROGRAM REPRESENTATIVE SERVICES

THIS AGREEMENT is made on the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, Agriculture and Natural Resources (hereinafter called "University") and the COUNTY OF INYO (hereinafter called "County").

The parties hereto recite, declare and agree as follows:

WHEREAS, 4-H Program Representative services provides valuable educational resources to the residents of Inyo and Mono counties; and

WHEREAS, University is uniquely qualified to provide such services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. UNIVERSITY'S RESPONSIBILITIES. University shall provide 4-H Program Representative services and educational activities in accordance with the Exhibit A, "Scope of Work and Budget", which is attached hereto and incorporated as if fully set forth herein.
2. TERM. The term of this Agreement shall be from September 15, 2020, through September 14, 2021.
3. TERMINATION. This Agreement shall be subject to termination by either party at any time, upon providing thirty (30) days prior written notice to the other party. Upon the giving of notice of termination by either party, University shall exert its reasonable efforts to limit or to terminate any outstanding financial commitments. County shall reimburse University for all allowable costs incurred by it for the Scope of Work, including without limitation all uncancellable obligations. University shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which may have been advanced in excess of total costs incurred.
4. ALTERATION AMENDMENT. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
5. COMPENSATION. Subsequent to the full execution of this Agreement, County shall pay the University the fixed price amount of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750) to be payable in two equal payments upon receipt of an invoice. Invoices shall be submitted in November 2020 and March 2021. University's central accounting office shall submit invoices via email to Melissa Yeager, Office Manager, UCCE Inyo and Mono Counties, at melyeager@ucanr.edu. County shall make checks payable to "The Regents of the University of California", include a reference to this agreement by number, and mail the payments to the following address:

Cashier's Office
University of California

PO Box 989062
West Sacramento, California 95798-9062

6. **INDEMNIFICATION.** The Parties hereto shall defend, indemnify and hold each other 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 or its officers, agents, or employees.
7. **NOTICE.** All notices concerning this Agreement shall be effective only if made in writing, personally delivered or deposited in the United States mail, postage prepaid and addressed as follows:

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

TO: UNIVERSITY
Kathleen Nolan
Director
ANR Office of Contracts & Grants
University of California
2801 Second Street
Davis, CA 95618
530-750-1306 phone
knolan@ucanr.edu

8. **WHOLE AGREEMENT.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof, and supersedes any prior understanding or agreement between the parties, written or oral, regarding the same subject matter.
9. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year last written below.

COUNTY OF INYO

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Clint Quilter
County Administrative Officer
County of Inyo

Kimberly Lamar
Associate Director, Contracts and Grants

Date: _____

Date: _____

EXHIBIT A

Scope of Work and Budget

Scope of Work

The 4-H Program Representative serves youth ages 5 to 19, their families, and adult volunteers.

4-H Program Representative shall provide the following duties and services to the Inyo-Mono Farm Advisor Department:

1. Coordinate 4-H countywide projects, events, meetings and educational activities in Inyo and Mono counties;
2. Recruit youth members and adult volunteers;
3. Provide training and organizational services in support of adult 4-H volunteers;
4. Manage enrollment process for youth members and adult volunteers;
5. Support youth by providing necessary training required to participate in local and statewide 4-H events, livestock shows, and other activities;
6. Promote the 4-H program in local media;
7. Ensure program compliance with federal, state, and county policies;
8. Coordinate online activities, teleconferences, and meetings for members and the public;
9. Collaborate with department staff and other counties as needed to deliver programs and activities to youth in our area;
10. Provide other services as needed that are required to ensure a safe, enjoyable youth development program for our community.

Budget

\$13,750 Salary and benefits for the Community Education Specialist position.



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board ratify and approve the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2020 through September 30, 2021, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings re-initiate in the future, the data will provide greater clarity about the groundwater link between the Repository site and Inyo County. The County has been participating in the monitoring of the Amargosa Well network, and the Joint Funding Agreement (JFA) between the County and USGS will expire September 30, 2020. County staff has coordinated with USGS to prepare the attached new JFA for the network to continue the County's participation in the program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

OTHER AGENCY INVOLVEMENT:

USGS, NPS, FWS, BLM, and Nye County.

FINANCING:

Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265. Fund balance is available to finance this work.

ATTACHMENTS:

1. 2020-2021 Planning/USGS Joint Funding Agreement

APPROVALS:

Cathreen Richards	Created/Initiated - 9/15/2020
Darcy Ellis	Approved - 9/16/2020
Marshall Rudolph	Approved - 9/16/2020
Amy Shepherd	Approved - 9/16/2020
Cathreen Richards	Final Approval - 9/16/2020



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd.
Carson City, NV 89701

May 11, 2020

Rick Pucci, Chairperson
Inyo County, Board of Supervisors
C/o Yucca Repository Assessment Office
P.O. Drawer L
Independence, CA 93526

Dear Mr. Pucci:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2020 - September 30, 2021. Pending availability of Cooperative Matching Funds from the Cooperative Water Program, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement and return a scanned copy to NVFinance@usgs.gov. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

JILL
FRANKFORTER

Digitally signed by JILL
FRANKFORTER
Date: 2020.05.11 15:15:10 -07'00'

Jill D. Frankforter, Director
USGS, Nevada Water Science Center

Enclosures

Cc: Geoff Moret, Jon Wilson, USGS
NV Finance

21ZJJFA00100

USGS Nevada Water Science Center

2730 N. Deer Run Road
Carson City, NV 89701
Fax: 775-887-7629
DUNS: 178930541

County of Inyo, California

Yucca Mountain Repository Assessment Office
PO Drawer L
Independence, CA 93526
Phone: 760-878-0263
Fax: 760-878-0382
TID: 95-6000545
DUNS: 010706687

Technical Contact

Geoff Moret
702-564-4545
gmoret@usgs.gov

Technical Contact

Catherine Richards, Planning Director
760-878-0447
crichards@inyocounty.us

Executive Contact

Jill D. Frankforter, Director
775-887-7658

Executive Contact

Rick Pucci, Chairperson
760-878-0268

Billing Contact

Helen Houston, Budget Analyst
775-887-7605
NVFinance@usgs.gov

Billing Contact

Paula Riesen, Project Coordinator
760-878-0263
priesen@inyocounty.us

Any updates to contact information can be submitted to NVFinance@usgs.gov.

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600001003
Agreement #: 21ZJFA00100
Project #: ZJ00EBM
TIN #: 95-6005445

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo (Yucca Mountain Repository) party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the water-level and spring discharge monitoring network in the Amargosa Desert, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$6,026 by the party of the first part during the period October 1, 2020 to September 30, 2021
- (b) \$8,000 by the party of the second part during the period October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600001003
Agreement #: 21ZJFA00100
Project #: ZJ00EBM
TIN #: 95-6005445

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Geoffrey Moret
Chief, Southern NV Studies Section
Address: 160 N. Stephanie Street
Henderson, NV 89074
Telephone: (702) 564-4545
Fax:
Email: gmoret@usgs.gov

Customer Technical Point of Contact

Name: Catherine Richards
Planning Director
Address: C/O Yucca Repository Assessment
Office P.O. Drawer L
Independence, CA 93526
Telephone: (760) 878-0447
Fax:
Email: crichards@inyocounty.us

USGS Billing Point of Contact

Name: Helen Houston
Budget Analyst
Address: 2730 N. Deer Run Road
Carson City, NV 89701
Telephone: (775) 887-7605
Fax: (775) 887-7629
Email: hhouston@usgs.gov

Customer Billing Point of Contact

Name: Paula Riesen
Project Coordinator
Address: Yucca Mtn. Repository Assessment
Office PO Drawer L
Independence, CA 93526
Telephone: (760) 878-0263
Fax:
Email: priesen@inyocounty.us

U.S. Geological Survey
United States
Department of Interior

County of Inyo (Yucca Mountain Repository)

Signature

JILL
FRANKFORTER
Digitally signed by JILL
FRANKFORTER
Date: 2020.05.11 15:21:20
-07'00'
By _____ Date: _____
Name: Jill D. Frankforter
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM:

SUBJECT: Authorize prior year purchase of 30,000 pounds of reflective glass beads to be paid out the current fiscal year.

RECOMMENDED ACTION:

Request Board authorize payment to Interstate Sales of Auburn, CA for a prior-year invoice in the amount of \$12,781.84 for 30,000 pounds of reflective glass beads.

SUMMARY/JUSTIFICATION:

On June 9th, 2020, your Board authorized the purchase of 30,000 pounds of reflective glass beads per Bid No. RD2020-04 from Interstate Sales of Auburn, CA. The Road Department did not receive the invoice for the glass beads until September 8th, after the end of the fiscal year 19-20 accrual period. Therefore, we are bringing this to your board a second time for approval to pay the invoice in the current 20-21 fiscal year. A purchase order, PO# P43950, for this product in the amount of \$13,260.25 was created in June 2020, which is still available to utilize for processing the payment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On June 9th 2020, your Board authorized the purchase of 30,000 pounds of reflective glass beads per Bid No. RD2020-04 from Interstate Sales of Auburn, CA.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize payment to Interstate Sales of Auburn, California for a prior-year invoice in the amount of \$12,781.84 for 30,000 pounds of reflective glass beads. This is not recommended, as the materials are needed to perform necessary pavement marking maintenance on Inyo County roads and have already been received.

OTHER AGENCY INVOLVEMENT:

Auditor

County Counsel

FINANCING:

The funding for retro-reflective glass beads to be used in road marking maintenance will be paid from the Road Department Budget 034600, Object Code 5309 - Road Materials.

ATTACHMENTS:

1. Interstate Sales Invoice
2. Purchase Order# P43950

APPROVALS:

Justine Kokx	Created/Initiated - 9/9/2020
Breanne Nelums	Approved - 9/9/2020
Michael Errante	Approved - 9/9/2020
Darcy Ellis	Approved - 9/9/2020
Marshall Rudolph	Approved - 9/9/2020
Amy Shepherd	Approved - 9/10/2020
Michael Errante	Final Approval - 9/10/2020



Interstate Sales
 12600 Locksley Ln, Ste. 200
 Auburn, CA 95602

INVOICE

Page: 1

Invoice Number: **5418**

Date: 06/17/20

Customer Number: 2003

Sold to: INYO COUNTY

ACCTS PAY:

PO BOX Q

INDEPENDENCE, CA 93526

Ship to: INYO COUNTY

P.O. P43950

750 SOUTH CLAY ST.

INDEPENDENCE, CA 93526

Order Number:	Ship Via:	FOB:	P.O. Number:	Terms:
5418	DROPSHIP	Destination	TREVOR	Net 30

Quantity:	Shipped: Part Number:	Description:	Unit Price:	Extension:
28800.000 LB	28800.00 66-0000	BEAD 50# TYPE II CA POTTERS LOT# _____ 2400 LBS	0.3700	10656.00

Invoice subtotal	10656.00
Freight charges	1300.00
Sales tax @ 7.75000%	825.84
Invoice total	12781.84

RECEIVED

SEP 8 2020

INYO COUNTY
 PUBLIC WORKS

PLEASE PAY FROM INVOICE-NO STATEMENT WILL BE SENT

RETURNS:UNDAMAGED, STOCK ITEMS ARE SUBJECT TO A 15% RE-STOCKING FEE



COUNTY OF INYO PURCHASE ORDER

Office of Purchasing Agent
(760) 878-0293

PO# P43950
DATE 06/11/20
PR# REQ33352
PEID T0091104

INSTRUCTION TO VENDORS:

1. Prepare separate invoice for each purchase order.
2. Show purchase order number on all invoice, packages, delivery slips and all correspondence relative to this order.
3. The County of Inyo is not liable for materials or supplies furnished or services rendered except by order of the Board of Supervisors or by authority of a Purchase Order properly signed by the Purchasing Agent.

TO: INTERSTATE SALES
12600 LOCKSLEY LANE
SUITE 200
AUBURN, CA 95602

SHIP TO: ROAD DEPT.
P O BOX Q
INDEPENDENCE, CA 93526

MAIL INVOICES ROAD DEPT.
P O BOX Q
INDEPENDENCE, CA 93526

ATTN: Justine Kokx

#	QUANTITY	DESCRIPTION	UNIT PRICE	TAX/OTHER	TOTAL
0001	13,260.25	BID# RD2020-04 REFLECTIVE GLASS BEADS	1.00	0.00	13,260.25
				TOTAL:	\$13,260.25

RETURN VENDOR COPY TO DEPARTMENT.

THIS ORDER NOT VALID UNLESS APPROVED BY COUNTY AUDITOR

I certify that there is a sufficient unencumbered balance in the above account to cover the amount of this order and that sufficient funds have been set aside for the payment thereof.

County Purchasing Agent

County Auditor-Controller

For contractor's provision of such services and materials see the terms and conditions on attached page.

Accepted:

Contractor

PO # _____

Date _____

PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.



County of Inyo



Health & Human Services - First 5 DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Rhiannon Baker

SUBJECT: Agreement between Inyo County and Inyo County Office of Education for the provision of IMPACT Implementation Services

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and Inyo County Office of Education for the provision of IMPACT Implementation Services in an amount not to exceed \$142,592.00 for the period of October 1, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5 and their families thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process. Supporting more settings to achieve high-quality standards helps ensure more of California's children enter school with the skills, knowledge, and dispositions necessary to be successful. This provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

On July 28, 2020 your Board approved the grant agreement between Inyo County and First 5 California, resulting in a total allocation of \$209,774 to Inyo County. Of that grant amount, \$142,592 has been designated to support services to be performed by Inyo County Office of Education. ICOE shall support quality improvement activities of early childhood care in Inyo County. These quality improvement activities include coaching, recruitment, data tracking, reporting, and technical assistance.

Inyo County Office of Education (ICOE) was selected through a competitive Request for Proposals (RFP) process. ICOE was the sole respondent to the RFP. The First 5 Inyo County Commission approved the ICOE application based on its merits at their August 27, 2020 meeting.

This agreement will allow First 5 Inyo County and ICOE to partner and help lead the effort to raise the quality of early learning and care in Inyo County, strengthening the early learning and care system to support young children and their families. These quality early learning and care experiences build the foundation for skills children need in school, work, and life.

We respectfully request your Board approve this agreement and authorize the Chairperson to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this agreement which would result in Inyo County returning funds to the state and thus impact our ability to meet First 5 California IMPACT requirements.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 Budget (643000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. First 5 ICOE Contract

APPROVALS:

Rhiannon Baker	Created/Initiated - 9/23/2020
Darcy Ellis	Approved - 9/23/2020
Melissa Best-Baker	Approved - 9/23/2020
Marilyn Mann	Approved - 9/23/2020
Marshall Rudolph	Approved - 9/23/2020
Amy Shepherd	Approved - 9/23/2020
Marilyn Mann	Final Approval - 9/24/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education
FOR THE PROVISION OF IMPACT Implementation Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Quality Counts coaching services of Inyo County Office of Education of Bishop, 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 Marilyn Mann, whose title is: Health & Human Services Director. 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 October 1, 2020 to June 30, 2023 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 one hundred forty two thousand, five hundred ninety two Dollars

(§ 142,592.00) (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 falls, 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>Health & Human Services - First 5</u>	Department
<u>568 West Line Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>164 Grandview Drive</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 County Office of Education
FOR THE PROVISION OF IMPACT Implementation Services **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: _____
Signature
Barry D Simpson

Print or Type Name
Dated: *9/24/20*

APPROVED AS TO FORM AND LEGALITY:

County Counsel
Shace Churchla

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

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 County Office of Education
FOR THE PROVISION OF IMPACT Implementation Services **SERVICES****

TERM:

FROM: Oct. 1, 2020 **TO:** June 30, 2023

SCOPE OF WORK:

The Contractor shall support quality improvement activities of early childhood care in Inyo County. These quality improvement activities include coaching, recruitment, data tracking, reporting, and technical assistance. Contractor shall complete the tasks listed in this plan no later than June 30, 2023. Contractor shall provide requested programmatic reports at required intervals to First 5 Inyo County. The schedule of these due dates will be notified in advance and are dependent on due dates set by First 5 California IMPACT requirements.

All publicity materials for the public produced pursuant to this agreement shall include "Funded by First 5 Inyo County" and or the First 5 Inyo County logo.

The major services this contract addresses include:

1. Recruitment and enrollment of target sites (10 family child care homes) – October to December 2020
2. Quality Improvement Plan (QIP) Development to be completed by Quality Improvement Coach and Early Learning Program Coordinator – Fall (October to December) of each program year
3. Minimum of three coaching visits per site target per program year (30 annual visits total) – October to May of each program year
4. Ages and Stages developmental screen questionnaire incentive tracking – November to May of each program year
5. Quality Counts California (QCC) Common Data File collection and data entry for ALL State QCC funded grants in Inyo County – March to April of each program year
6. Fiscal and programmatic reporting to First 5 Inyo County – as required
7. QIP Plan Development incentive tracking – October to December of each program year
8. Participation in required local QCC Consortium meetings – quarterly, throughout each program year
9. Participation in all Regional Hub meetings – monthly, throughout each program year

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF IMPACT Implementation Services **SERVICES****

TERM:

FROM: Oct. 1, 2020 **TO:** June 30, 2023

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of quarterly invoices, the County agrees to compensate the Contractor for annual expenditures in an amount not to exceed \$47,531, with the full contract expenditures incurred from September 15, 2020 to June 30, 2023 in an amount not to exceed \$142,592.

Actual personnel and operating expenses are to be invoiced to First 5 Inyo County after service delivery on a quarterly basis, 30 days after the last day of the quarter, listed below. Expenditures should not deviate from the proposed budget categories by more than \$4,500 without the express written permission of the First 5 Inyo County Commission.

Notwithstanding paragraph 3 E, Billing and Payment, quarterly invoices with attached expenditure sheets and fiscal receipts should be received by First 5 Inyo County no later than 15 days after the due dates listed below. In the event that invoices or reports are late, the First 5 Inyo County Commission retains the right to withhold payment until satisfactory receipt and review of those materials has taken place. Habitual tardiness over two or more due dates in provision of such agreed invoices or reports, is cause for the First 5 Inyo County Commission to review this contract for reduction or cancelation.

Due Date:

Year 1: November 1, 2020; February 1, 2021; May 1, 2021; August 1, 2021

Year 2: November 1, 2021; February 1, 2022; May 1, 2022; August 1, 2022

Year 3: November 1, 2022; February 1, 2023; May 1, 2023; August 1, 2023

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF IMPACT Implementation Services **SERVICES****

TERM:

FROM: Oct. 1, 2020 **TO:** June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Health & Human Services - First 5 DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Rhiannon Baker

SUBJECT: Agreement between Inyo County and Inyo Mono Advocates for Community Action (IMACA)

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Inyo-Mono Advocates for Community Action (IMACA) of Bishop, CA for compensation of services satisfactorily rendered to support child development activities of early childhood learning in Inyo County, in an amount not to exceed \$14,912.00 for the period of October 1, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

From the onset of the stay-at-home order, in response to the Coronavirus pandemic, families across Inyo County have been struggling, and the organizations that serve them have experienced challenges as well. Each agency and organization helping young families is essential to the safety net and recovery of our community. At the April 23, 2020, First 5 Commission meeting, Commissioners discussed the importance of anticipating the needs of the community and ensure First 5 support is available into the future. To this end, the Commission approved \$40,000 each year for three years in Community Grant Funds to address impacts of COVID-19 and the Stay-at-home order in Inyo County on young children and their families. At the June 25, 2020 First 5 Commission meeting, Commissioners approved a Community Grant Fund Request for Applications (RFA). The RFA specifies that funding will support projects that enhance existing community resources and connect systems of support to achieve positive change for children prenatal to age five and their families into the future.

The First 5 Inyo County Commission approved the Inyo Mono Advocates for Community Action (IMACA) application based on its merits at their August 27, 2020 meeting, in the amount of \$14,912.00, which shall be used to support child development activities of early childhood learning in Inyo County. These child development activities include STEM supplies to support safety and distancing through improving outdoor classroom learning and increasing sets of learning supplies inside the classroom. Additional activities include distributing breakfast bags for students to take home on school breaks to support healthy eating, and professional development support to ensure teachers have the needed skills to ensure social/emotional learning. All activities must be completed by no later than June 30, 2021.

We respectfully request your Board approve the agreement with Inyo Mono Advocates for Community Action (IMACA) and authorize the Chairperson to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, which would result in the First 5 Commission's inability to award supportive grant funding.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 budget (643000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Inyo Co./IMACA Community Grant Contract

APPROVALS:

Rhiannon Baker	Created/Initiated - 9/24/2020
Darcy Ellis	Approved - 9/24/2020
Rhiannon Baker	Approved - 9/28/2020
Melissa Best-Baker	Approved - 9/28/2020
Marilyn Mann	Approved - 9/29/2020
Marshall Rudolph	Approved - 9/29/2020
Amy Shepherd	Approved - 9/29/2020
Marilyn Mann	Final Approval - 9/29/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the _____ services of _____ of _____ (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 _____, whose title is: _____. 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 _____ to _____ 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 _____ 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, 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

_____ Department
Address
City and State

Contractor:

_____ Name
Address
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 _____

FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

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 _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Health & Human Services - First 5 DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Rhiannon Baker

SUBJECT: Agreement between Inyo County and Bishop Indian Head Start

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Bishop Indian Head Start of Bishop, CA for compensation of services satisfactorily rendered to support child development activities of early childhood learning in Inyo County, in an amount not to exceed \$14,912.00 for the period of October 1, 2020 through June 30, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

From the onset of the stay-at-home order, in response to the Coronavirus pandemic, families across Inyo County have been struggling, and the organizations that serve them have experienced challenges as well. Each agency and organization helping young families is essential to the safety net and recovery of our community. At the April 23, 2020 First 5 Commission meeting, Commissioners discussed the importance of anticipating the needs of the community and ensure First 5 support is available into the future. To this end, the Commission approved \$40,000 each year for three years in Community Grant Funds to address impacts of COVID-19 and the Stay-at-home order in Inyo County on young children and their families. At the June 25, 2020 First 5 Commission meeting, Commissioners approved a Community Grant Fund Request for Applications (RFA). The RFA specifies that funding will support projects that enhance existing community resources and connect systems of support to achieve positive change for children prenatal to age five and their families into the future.

The First 5 Inyo County Commission approved the Bishop Indian Head Start application based on its merits at their August 27, 2020 meeting, in the amount of \$14,912.00, which shall be used to support child development activities of early childhood learning in Inyo County. These child development activities include school readiness supplies to support distance and in-person student learning, and ensuring a safe home environment for all students by providing 64 enrolled children and their families with home safety education and necessary tools including carbon monoxide detectors, first aid kits, touchless thermometers, and age appropriate learning tools/materials. All activities must be completed by no later than June 30, 2021.

We respectfully request your Board approve the agreement with Bishop Indian Head Start and authorize the Chairperson to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, which would result in the First 5 Commission's inability to award supportive grant funding.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 budget (643000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Inyo Co./BIHS Community Grant Agreement SIGNED

APPROVALS:

Rhiannon Baker	Created/Initiated - 9/24/2020
Darcy Ellis	Approved - 9/24/2020
Rhiannon Baker	Approved - 9/28/2020
Melissa Best-Baker	Approved - 9/28/2020
Marilyn Mann	Approved - 9/29/2020
Marshall Rudolph	Approved - 9/29/2020
Amy Shepherd	Approved - 9/29/2020
Marilyn Mann	Final Approval - 9/29/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Bishop Indian Head Start
FOR THE PROVISION OF Child Development **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the child development services of Bishop Indian Head Start of Bishop, 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 Marilyn Mann, whose title is: Health & Human Services Director. 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 October 1, 2020 to June 30, 2021 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 fourteen thousand nine hundred twelve Dollars

(\$ 14,912.00) (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>Health & Human Services - First 5</u>	Department
<u>568 West Line Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Bishop Indian Head Start</u>	Name
<u>50 Tu Su Lane</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 Bishop Indian Head Start
FOR THE PROVISION OF Child Development **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: Susie Casneros
Signature

Susie Casneros
Print or Type Name

Dated: 9-17-20

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 Bishop Indian Head Start
FOR THE PROVISION OF Child Development **SERVICES****

TERM:

FROM: October 1, 2020 **TO:** June 30, 2021

SCOPE OF WORK:

The Contractor shall support child development activities of early childhood learning in Inyo County. These child development activities include school readiness supplies to support distance and in-person student learning, and ensuring a safe home environment for all students. Contractor shall complete the tasks listed in this plan no later than June 30, 2021.

All publicity materials for the public produced pursuant to this agreement shall include "Funded by First 5 Inyo County" and or the First 5 Inyo County logo.

The Contractor shall submit a final report to First 5 Inyo County director within 30 days of the conclusion of the project or contract. By signing this contract, Contractor confirms receipt of the report template and understanding of reporting requirements.

The major services this contract addresses include:

1. October: researching and ordering supplies
2. October: complete first ASQ developmental screening for each student enrolled
3. November – May: distributing supplies to families, ensuring proper use through distance learning education
4. January: complete second ASQ developmental screening. Compare results of individual children to show change over time.
5. April: collect parent observations of project success (survey, pictures, and letter on experience)
6. June: submit final report and close out of project

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Indian Head Start
FOR THE PROVISION OF Child Development SERVICES**

TERM:

FROM: October 1, 2020 **TO:** June 30, 2021

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$14,912, incurred from October 1, 2020 to June 30, 2021.

Actual operating expenses are to be invoiced to First 5 Inyo County after service delivery on a monthly basis, 15 days after the last day of the month, listed below. Expenditures should not deviate from the proposed budget categories by more than \$1,000 without the express written permission of the First 5 Inyo County Commission.

Notwithstanding paragraph 3 E, Billing and Payment, monthly invoices with attached expenditure sheets and fiscal receipts including supporting documentation to what is being claimed for the indirect costs should be received by First 5 Inyo County no later than 15 days after the end of the month.

In the event that invoices or reports are late, the First 5 Inyo County Commission retains the right to withhold payment until satisfactory receipt and review of those materials has taken place. Habitual tardiness over two or more due dates in provision of such agreed invoices or reports, is cause for the First 5 Inyo County Commission to review this contract for reduction or cancelation.

Invoice Due Dates: November 15, 2020; December 15, 2020; January 15, 2021; February 15, 2021; March 15, 2021; April 15, 2021; May 15, 2021; June 15, 2021; July 15, 2021. If all expenses are invoiced early in the contract year, invoices with a zero balance do not need to be submitted.

Budget:

School Readiness Supplies - \$9,000 (60x\$150. Supplies to support distant learners and on-campus students.)
First Aid Kits - \$1,260 (60x\$21. Reduce complications due to minor injuries at home.)
Carbon Monoxide Detectors - \$1,200 (60x\$20. Prevent carbon monoxide poisoning at home)
Thermometers - \$2,100 (60x\$35. Measures temperature immediately prior to coming to school.)
Batteries - \$532 (For thermometers and detectors.)
Shipping - \$74 (River rocks, path, bark, treehouse fabric)
Total Operating Expenses - \$14,166
Indirect Costs 5% - \$746
Total Budget - \$14,912

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Bishop Indian Head Start

FOR THE PROVISION OF Child Development

SERVICES

TERM:

FROM: October 1, 2020

TO: September 30, 2021

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Jenna Rhoads

SUBJECT: Approval and Ratification of Fiscal Year 2019-2020 Tobacco Control Program Allocation Agreement

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$300,000 for the period of July 1, 2020 through June 30, 2021, and authorize the HHS Director to sign Allocation Agreement CTCP-17-14 and Prospective Payment Invoices.

SUMMARY/JUSTIFICATION:

The 2020-2021 fiscal year represents year four of a 4-year contract between the California Tobacco Control Program (CTCP) and the County of Inyo, covering July 1, 2017 - June 30, 2021. The comprehensive 4-year plan for 2017-2021 incorporates additional tobacco tax funding, bringing the total allocation to \$369,105.00 for FY 2017-18, \$302,415.00 for FY 2018-19, \$328,065.00 for FY 2019-20 and \$300,000.00 for FY 2020-21.

The Scope of Work objectives under this contract include activities to support adult and youth coalitions, a retail objective that focuses on limiting tobacco promoting influences and includes a required legislated policy (for example, establishing a minimum package or volume size for tobacco products), and a second policy objective focused on reducing exposure to secondhand smoke (for example, a policy that restricts smoking in entryways). The Scope of Work for Inyo also includes an optional cessation objective that will allow us to promote cessation materials and provide training and coordination with partner agencies.

The funds the County will receive will not be used to supplant existing funding and will be spent according to the budget approved by the California Department of Public Health. The signed "Acceptance of Allocation Agreement" serves as acceptance of the allocation for FY 2020-21 and acknowledges the conditions attached to the funds. The Comprehensive Tobacco Control Plan for FY 2017-2021 and the allocation agreement will end on June 30, 2021. Any remaining balances must be returned to the CDPH Cigarette and Tobacco Surtax Fund.

BACKGROUND/HISTORY OF BOARD ACTIONS:

n/a

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not ratify and approve this agreement, which would disallow Inyo County from accepting the funds for FY 20/21 and would make Inyo County noncompliant with Tobacco Control program requirements. If Inyo County is deemed noncompliant by CDPH, the State will fund another agency to administer

the mandated Tobacco Control program in Inyo County.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools and individual school districts, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Mono County Public Health.

FINANCING:

State and Federal Funding for the local Tobacco Control Education Program is \$300,000. Funds are brought into individual trust accounts as required by CDPH (505117 & 505118) and later transferred into the Tobacco (640317) budget in State Grants (4498) as reported on the reimbursement requests submitted to the State. No County General Funds.

ATTACHMENTS:

1. Program Letter - Acceptance of Allocation Agreement for Fiscal Year 2020-2021
2. Program Letter - 1st and 2nd Quarter Prospective Payment Invoices

APPROVALS:

Jenna Rhoads	Created/Initiated - 9/14/2020
Darcy Ellis	Approved - 9/16/2020
Marilyn Mann	Approved - 9/16/2020
Melissa Best-Baker	Approved - 9/16/2020
Amy Shepherd	Approved - 9/17/2020
Marshall Rudolph	Approved - 9/17/2020
Marilyn Mann	Final Approval - 9/17/2020



SANDRA SHEWRY, MPH, MSW
Acting Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

August 27, 2020

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

SUBJECT: PROGRAM LETTER 20-03
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND PROPOSITION 56 FUNDS
FUNDING PERIOD: JULY 1, 2020 THROUGH JUNE 30, 2021

Purpose Release the *Acceptance of Allocation Agreement for Fiscal Year 2020-2021*

Effective Date Immediately

Inclusions

1. Acceptance of Allocation Agreement
Funding Period: July 1, 2020 through June 30, 2021
2. Revised APPENDIX 1, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2017/18 - FY 2020/21 (Dated 8/20/2020) previously released in the 2017 - 2021 LOCAL LEAD AGENCY COMPREHENSIVE TOBACCO CONTROL PLAN GUIDELINES

Required Action

1. Please print, sign, and date the Acceptance of Allocation Agreement for Fiscal Year 2020-2021. The signature, on the Acceptance of Allocation Agreement, must match the official Agency Signatory identified in CTCP's Online Tobacco Information System (OTIS).
2. Return the Acceptance of Allocation Agreement for Fiscal Year 2020-2021, bearing an original signature, to your assigned CTCP Procurement Manager (PM) at the following address:

USPS Mailing Address:

Attention: "Name of assigned CTCP PM"
California Department of Public Health
CHC/California Tobacco Control Program MS
7206
P. O. Box 997377
Sacramento, CA 95899-7377



Why The Agreement is Needed

Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Fiscal Year (FY) 2020-2021 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTCP receives the Acceptance of Allocation Agreement for FY 2020-2021, from your city/county, bearing the original signature of the official Agency Signatory identified in OTIS.

Budget Information

The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for FY 2020-2021 is based on the updated LLA Allocation Table (Dated 8/20/2020) for the FY 2017-2021 plan period.

Additional Information

During the plan period, LLA Project Directors will receive feedback from CTCP's:

- PMs who analyze the cost reports and spending patterns.
- Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2017-2021.

If it appears LLAs are not spending the allocations according to the negotiated budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTCP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTCP when the 2017 – 2021 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2021.

Contact Person For Further Information

Your assigned CTCP PM.

**ACCEPTANCE OF ALLOCATION AGREEMENT
for
FISCAL YEAR 2020-2021**

County of Inyo

Agreement Number: CTCP-17-14

Agreement Amount: \$300,000.00

Proposition 56: \$150,000.00

Proposition 99: \$150,000.00

FUNDING PERIOD: JULY 1, 2020 THROUGH JUNE 30, 2021

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

Authorized Signature

Date

Printed Name and Title

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

FY 17/18

LLA	Agreement	FY 17/18 Prop 99 @ Budget Act Jul-17	FY 17/18 Prop 99 Adjustment @ Jan 2018 GB	FY 17/18 Total Prop 99 @Jan 2018 GB	FY 17/18 Prop 56 @ BA & GB	FY 17/18 TOTAL Prop 99+56 @ BA & GB
Alameda	CTCP-17-01	\$150,000		\$150,000	\$1,886,917	\$2,036,917
Berkeley	CTCP-17-01A	\$150,000		\$150,000	\$175,190	\$325,190
Alpine	CTCP-17-02	\$150,000		\$150,000	\$219,105	\$369,105
Amador	CTCP-17-03	\$150,000		\$150,000	\$219,105	\$369,105
Butte	CTCP-17-04	\$150,000		\$150,000	\$319,042	\$469,042
Calaveras	CTCP-17-05	\$150,000		\$150,000	\$219,105	\$369,105
Colusa	CTCP-17-06	\$150,000		\$150,000	\$219,105	\$369,105
Contra Costa	CTCP-17-07	\$150,000		\$150,000	\$784,024	\$934,024
Del Norte	CTCP-17-08	\$150,000		\$150,000	\$219,105	\$369,105
El Dorado	CTCP-17-09	\$150,000		\$150,000	\$224,068	\$374,068
Fresno	CTCP-17-10	\$150,000		\$150,000	\$1,167,644	\$1,317,644
Glenn	CTCP-17-11	\$150,000		\$150,000	\$219,105	\$369,105
Humboldt	CTCP-17-12	\$150,000		\$150,000	\$219,105	\$369,105
Imperial	CTCP-17-13	\$150,000		\$150,000	\$219,105	\$369,105
Inyo	CTCP-17-14	\$150,000		\$150,000	\$219,105	\$369,105
Kern	CTCP-17-15	\$150,000		\$150,000	\$742,762	\$892,762
Kings	CTCP-17-16	\$150,000		\$150,000	\$219,105	\$369,105
Lake	CTCP-17-17	\$150,000		\$150,000	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000		\$150,000	\$219,105	\$369,105
Los Angeles	CTCP-17-19	\$1,637,246	(\$492,702)	\$1,144,544	\$17,831,129	\$18,975,673
Pasadena	CTCP-17-19B	\$150,000		\$150,000	\$291,083	\$441,083
Long Beach	CTCP-17-19A	\$150,000		\$150,000	\$924,331	\$1,074,331
Madera	CTCP-17-20	\$150,000		\$150,000	\$219,105	\$369,105
Marin	CTCP-17-21	\$150,000		\$150,000	\$418,708	\$568,708
Mariposa	CTCP-17-22	\$150,000		\$150,000	\$219,105	\$369,105
Mendocino	CTCP-17-23	\$150,000		\$150,000	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000		\$150,000	\$314,966	\$464,966
Modoc	CTCP-17-25	\$150,000		\$150,000	\$219,105	\$369,105
Mono	CTCP-17-26	\$150,000		\$150,000	\$219,105	\$369,105
Monterey	CTCP-17-27	\$150,000		\$150,000	\$562,496	\$712,496
Napa	CTCP-17-28	\$150,000		\$150,000	\$219,105	\$369,105
Nevada	CTCP-17-29	\$150,000		\$150,000	\$219,105	\$369,105
Orange	CTCP-17-30	\$227,230	(\$77,230)	\$150,000	\$2,234,068	\$2,384,068
Placer	CTCP-17-31	\$150,000		\$150,000	\$160,744	\$310,744
Plumas	CTCP-17-32	\$150,000		\$150,000	\$219,105	\$369,105
Riverside	CTCP-17-33	\$150,000		\$150,000	\$1,383,869	\$1,533,869
Sacramento	CTCP-17-34	\$150,000		\$150,000	\$1,431,435	\$1,581,435
San Benito	CTCP-17-35	\$150,000		\$150,000	\$219,105	\$369,105
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000		\$150,000	\$1,651,007	\$1,801,007
San Diego	CTCP-17-37	\$265,214	(\$67,453)	\$197,761	\$2,607,515	\$2,805,276
San Francisco	CTCP-17-38	\$238,357	(\$60,622)	\$177,735	\$2,343,463	\$2,521,198
San Joaquin	CTCP-17-39	\$150,000		\$150,000	\$757,110	\$907,110
San Luis Obispo	CTCP-17-40	\$150,000		\$150,000	\$352,011	\$502,011
San Mateo	CTCP-17-41	\$150,000		\$150,000	\$634,019	\$784,019
Santa Barbara	CTCP-17-42	\$150,000		\$150,000	\$344,271	\$494,271
Santa Clara	CTCP-17-43	\$231,953	(\$58,993)	\$172,960	\$2,280,505	\$2,453,465
Santa Cruz	CTCP-17-44	\$150,000		\$150,000	\$335,184	\$485,184
Shasta	CTCP-17-45	\$150,000		\$150,000	\$258,374	\$408,374
Sierra	CTCP-17-46	\$150,000		\$150,000	\$219,105	\$369,105
Siskiyou	CTCP-17-47	\$150,000		\$150,000	\$219,105	\$369,105
Solano	CTCP-17-48	\$150,000		\$150,000	\$579,764	\$729,764
Sonoma	CTCP-17-49	\$150,000		\$150,000	\$670,943	\$820,943
Stanislaus	CTCP-17-50	\$150,000		\$150,000	\$556,234	\$706,234
Sutter	CTCP-17-51	\$150,000		\$150,000	\$219,105	\$369,105
Tehama	CTCP-17-52	\$150,000		\$150,000	\$219,105	\$369,105
Trinity	CTCP-17-53	\$150,000		\$150,000	\$219,105	\$369,105
Tulare	CTCP-17-54	\$150,000		\$150,000	\$598,627	\$748,627
Tuolumne	CTCP-17-55	\$150,000		\$150,000	\$219,105	\$369,105
Ventura	CTCP-17-56	\$150,000		\$150,000	\$672,716	\$822,716
Yolo	CTCP-17-57	\$150,000		\$150,000	\$261,051	\$411,051
Yuba	CTCP-17-58	\$150,000		\$150,000	\$219,105	\$369,105
		\$11,000,000	(\$757,000)	\$10,243,000	\$51,752,000	\$61,995,000

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

FY 18/19

LLA	Agreement	FY 18/19 Prop 99 (Estimate)	FY 18/19 Prop 99 Adjustment @Budget Act	FY 18/19 Total Prop 99 @Budget Act Jul-18	FY 18/19 Prop 56 (Estimate)	FY 18/19 Prop 56 Adjustment @ Budget Act	FY 18/19 Total Prop 56 @ Budget Act Jul-18	FY 18/19 TOTAL Prop 99+56 @ Budget Act
Alameda	CTCP-17-01	\$150,000	\$0	\$150,000	\$1,429,105	(\$150,815)	\$1,278,290	\$1,428,290
Berkeley	CTCP-17-01A	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Amador	CTCP-17-03	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Butte	CTCP-17-04	\$150,000	\$0	\$150,000	\$245,020	(\$23,086)	\$221,934	\$371,934
Calaveras	CTCP-17-05	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Colusa	CTCP-17-06	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Contra Costa	CTCP-17-07	\$150,000	\$0	\$150,000	\$600,384	(\$57,340)	\$543,044	\$693,044
Del Norte	CTCP-17-08	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
El Dorado	CTCP-17-09	\$150,000	\$0	\$150,000	\$172,082	(\$16,214)	\$155,868	\$305,868
Fresno	CTCP-17-10	\$150,000	\$0	\$150,000	\$894,150	(\$85,397)	\$808,753	\$958,753
Glenn	CTCP-17-11	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Humboldt	CTCP-17-12	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Imperial	CTCP-17-13	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Inyo	CTCP-17-14	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Kern	CTCP-17-15	\$150,000	\$0	\$150,000	\$568,787	(\$54,323)	\$514,464	\$664,464
Kings	CTCP-17-16	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Lake	CTCP-17-17	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Los Angeles	CTCP-17-19	\$1,343,320	(\$1,193,320)	\$150,000	\$13,654,591	(\$1,304,106)	\$12,350,485	\$12,500,485
Pasadena	CTCP-17-19B	\$150,000	\$0	\$150,000	\$222,903	(\$21,289)	\$201,614	\$351,614
Long Beach	CTCP-17-19A	\$150,000	\$0	\$150,000	\$707,827	(\$67,602)	\$640,225	\$790,225
Madera	CTCP-17-20	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Marin	CTCP-17-21	\$150,000	\$0	\$150,000	\$321,563	(\$30,299)	\$291,264	\$441,264
Mariposa	CTCP-17-22	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Mendocino	CTCP-17-23	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$0	\$150,000	\$241,192	(\$23,035)	\$218,157	\$368,157
Modoc	CTCP-17-25	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Mono	CTCP-17-26	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Monterey	CTCP-17-27	\$150,000	\$0	\$150,000	\$430,744	(\$41,139)	\$389,605	\$539,605
Napa	CTCP-17-28	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Nevada	CTCP-17-29	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Orange	CTCP-17-30	\$192,754	(\$42,754)	\$150,000	\$1,710,789	(\$163,392)	\$1,547,397	\$1,697,397
Placer	CTCP-17-31	\$150,000	\$0	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Riverside	CTCP-17-33	\$150,000	\$0	\$150,000	\$1,059,729	(\$101,211)	\$958,518	\$1,108,518
Sacramento	CTCP-17-34	\$150,000	\$0	\$150,000	\$1,096,154	(\$104,690)	\$991,464	\$1,141,464
San Benito	CTCP-17-35	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$0	\$150,000	\$1,264,296	(\$120,749)	\$1,143,547	\$1,293,547
San Diego	CTCP-17-37	\$224,974	(\$74,974)	\$150,000	\$1,996,764	(\$190,705)	\$1,806,059	\$1,956,059
San Francisco	CTCP-17-38	\$202,192	(\$52,192)	\$150,000	\$1,794,560	(\$171,392)	\$1,623,168	\$1,773,168
San Joaquin	CTCP-17-39	\$150,000	\$0	\$150,000	\$579,774	(\$55,372)	\$524,402	\$674,402
San Luis Obispo	CTCP-17-40	\$150,000	\$0	\$150,000	\$269,560	(\$25,745)	\$243,815	\$393,815
San Mateo	CTCP-17-41	\$150,000	\$0	\$150,000	\$485,515	(\$46,370)	\$439,145	\$589,145
Santa Barbara	CTCP-17-42	\$150,000	\$0	\$150,000	\$263,634	(\$25,179)	\$238,455	\$388,455
Santa Clara	CTCP-17-43	\$196,760	(\$46,760)	\$150,000	\$1,746,348	(\$166,788)	\$1,579,560	\$1,729,560
Santa Cruz	CTCP-17-44	\$150,000	\$0	\$150,000	\$256,675	(\$24,514)	\$232,161	\$382,161
Shasta	CTCP-17-45	\$150,000	\$0	\$150,000	\$198,428	(\$18,696)	\$179,732	\$329,732
Sierra	CTCP-17-46	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Siskiyou	CTCP-17-47	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Solano	CTCP-17-48	\$150,000	\$0	\$150,000	\$445,251	(\$41,953)	\$403,298	\$553,298
Sonoma	CTCP-17-49	\$150,000	\$0	\$150,000	\$515,276	(\$48,551)	\$466,725	\$616,725
Stanislaus	CTCP-17-50	\$150,000	\$0	\$150,000	\$425,949	(\$40,681)	\$385,268	\$535,268
Sutter	CTCP-17-51	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Tehama	CTCP-17-52	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Trinity	CTCP-17-53	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Tulare	CTCP-17-54	\$150,000	\$0	\$150,000	\$458,412	(\$43,781)	\$414,631	\$564,631
Tuolumne	CTCP-17-55	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
Ventura	CTCP-17-56	\$150,000	\$0	\$150,000	\$515,148	(\$49,200)	\$465,948	\$615,948
Yolo	CTCP-17-57	\$150,000	\$0	\$150,000	\$199,906	(\$19,092)	\$180,814	\$330,814
Yuba	CTCP-17-58	\$150,000	\$0	\$150,000	\$168,270	(\$15,855)	\$152,415	\$302,415
		\$10,560,000	(\$1,410,000)	\$9,150,000	\$39,745,536	(\$3,744,936)	\$36,000,600	\$45,150,600

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

REVISED FY 19/20 @ BA Jul 2020

LLA	Agreement	FY 19/20 Total Prop 99 @ BA Jul-19	FY 19/20 Prop 56 @ Budget Act Jul-19	FY 19/20 Prop 56 Adjustment Revised @GB Jan 2020	FY 19/20 Revised Prop 56 @BA2020	FY 19/20 TOTAL Prop 99+56
Alameda	CTCP-17-01	\$150,000	\$1,522,157	(\$120,809)	\$1,401,348	\$1,551,348
Berkeley	CTCP-17-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Amador	CTCP-17-03	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Butte	CTCP-17-04	\$150,000	\$259,283	(\$18,500)	\$240,783	\$390,783
Calaveras	CTCP-17-05	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Colusa	CTCP-17-06	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Contra Costa	CTCP-17-07	\$150,000	\$635,763	(\$45,932)	\$589,831	\$739,831
Del Norte	CTCP-17-08	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
El Dorado	CTCP-17-09	\$150,000	\$182,099	(\$12,993)	\$169,106	\$319,106
Fresno	CTCP-17-10	\$150,000	\$946,840	(\$68,407)	\$878,433	\$1,028,433
Glenn	CTCP-17-11	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Humboldt	CTCP-17-12	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Imperial	CTCP-17-13	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Inyo	CTCP-17-14	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Kern	CTCP-17-15	\$150,000	\$602,304	(\$43,515)	\$558,789	\$708,789
Kings	CTCP-17-16	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Lake	CTCP-17-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Los Angeles	CTCP-17-19	\$150,000	\$14,459,208	(\$1,044,629)	\$13,414,579	\$13,564,579
Pasadena	CTCP-17-19B	\$150,000	\$236,038	(\$17,053)	\$218,985	\$368,985
Long Beach	CTCP-17-19A	\$150,000	\$749,537	(\$54,152)	\$695,385	\$845,385
Madera	CTCP-17-20	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Marin	CTCP-17-21	\$150,000	\$340,281	(\$24,279)	\$316,002	\$466,002
Mariposa	CTCP-17-22	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Mendocino	CTCP-17-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$255,405	(\$18,452)	\$236,953	\$386,953
Modoc	CTCP-17-25	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Mono	CTCP-17-26	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Monterey	CTCP-17-27	\$150,000	\$456,126	(\$32,954)	\$423,172	\$573,172
Napa	CTCP-17-28	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Nevada	CTCP-17-29	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Orange	CTCP-17-30	\$150,000	\$1,811,600	(\$130,883)	\$1,680,717	\$1,830,717
Placer	CTCP-17-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Riverside	CTCP-17-33	\$150,000	\$1,122,175	(\$81,074)	\$1,041,101	\$1,191,101
Sacramento	CTCP-17-34	\$150,000	\$1,160,747	(\$83,861)	\$1,076,886	\$1,226,886
San Benito	CTCP-17-35	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$1,338,797	(\$96,724)	\$1,242,073	\$1,392,073
San Diego	CTCP-17-37	\$150,000	\$2,114,426	(\$152,761)	\$1,961,665	\$2,111,665
San Francisco	CTCP-17-38	\$150,000	\$1,900,308	(\$137,292)	\$1,763,016	\$1,913,016
San Joaquin	CTCP-17-39	\$150,000	\$613,939	(\$44,356)	\$569,583	\$719,583
San Luis Obispo	CTCP-17-40	\$150,000	\$285,445	(\$20,623)	\$264,822	\$414,822
San Mateo	CTCP-17-41	\$150,000	\$514,125	(\$37,144)	\$476,981	\$626,981
Santa Barbara	CTCP-17-42	\$150,000	\$279,169	(\$20,169)	\$259,000	\$409,000
Santa Clara	CTCP-17-43	\$150,000	\$1,849,255	(\$133,603)	\$1,715,652	\$1,865,652
Santa Cruz	CTCP-17-44	\$150,000	\$271,800	(\$19,637)	\$252,163	\$402,163
Shasta	CTCP-17-45	\$150,000	\$209,979	(\$14,982)	\$194,997	\$344,997
Sierra	CTCP-17-46	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Siskiyou	CTCP-17-47	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Solano	CTCP-17-48	\$150,000	\$471,169	(\$33,618)	\$437,551	\$587,551
Sonoma	CTCP-17-49	\$150,000	\$545,271	(\$38,906)	\$506,365	\$656,365
Stanislaus	CTCP-17-50	\$150,000	\$451,049	(\$32,587)	\$418,462	\$568,462
Sutter	CTCP-17-51	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Tehama	CTCP-17-52	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Trinity	CTCP-17-53	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Tulare	CTCP-17-54	\$150,000	\$485,425	(\$35,070)	\$450,355	\$600,355
Tuolumne	CTCP-17-55	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
Ventura	CTCP-17-56	\$150,000	\$545,504	(\$39,411)	\$506,093	\$656,093
Yolo	CTCP-17-57	\$150,000	\$211,686	(\$15,294)	\$196,392	\$346,392
Yuba	CTCP-17-58	\$150,000	\$178,065	(\$12,705)	\$165,360	\$315,360
		\$9,150,000	\$42,056,600	(\$3,000,000)	\$39,056,600	\$48,206,600

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

REVISED FY 20/21 @ BA Jul 2020

LLA	Agreement	FY 20/21 Total Revised Prop 99 @BA2020	FY 20/21 Prop 56 (Estimate) @ BA 2019	FY 20/21 Prop 56 Adjustment	FY 20/21 Total Revised Prop 56 @BA2020	FY 20/21 TOTAL Prop 99+56
Alameda	CTCP-17-01	\$150,000	\$1,152,463	\$40,182	\$1,192,645	\$1,342,645
Berkeley	CTCP-17-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-17-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-17-04	\$150,000	\$204,548	\$5,416	\$209,964	\$359,964
Calaveras	CTCP-17-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-17-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-17-07	\$150,000	\$495,203	\$15,278	\$510,481	\$660,481
Del Norte	CTCP-17-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-17-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-17-10	\$150,000	\$737,505	\$22,752	\$760,257	\$910,257
Glenn	CTCP-17-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-17-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-17-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-17-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-17-15	\$150,000	\$469,141	\$14,474	\$483,615	\$633,615
Kings	CTCP-17-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-17-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Los Angeles	CTCP-17-19	\$150,000	\$11,262,454	\$347,452	\$11,609,906	\$11,759,906
Pasadena	CTCP-17-19B	\$150,000	\$183,853	\$5,672	\$189,525	\$339,525
Long Beach	CTCP-17-19A	\$150,000	\$583,823	\$18,012	\$601,835	\$751,835
Madera	CTCP-17-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-17-21	\$150,000	\$268,447	\$7,109	\$275,556	\$425,556
Mariposa	CTCP-17-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-17-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$198,938	\$6,138	\$205,076	\$355,076
Modoc	CTCP-17-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-17-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-17-27	\$150,000	\$355,282	\$10,961	\$366,243	\$516,243
Napa	CTCP-17-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-17-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-17-30	\$150,000	\$1,411,077	\$43,533	\$1,454,610	\$1,604,610
Placer	CTCP-17-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Riverside	CTCP-17-33	\$150,000	\$874,076	\$26,965	\$901,041	\$1,051,041
Sacramento	CTCP-17-34	\$150,000	\$904,120	\$27,892	\$932,012	\$1,082,012
San Benito	CTCP-17-35	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$1,042,805	\$32,171	\$1,074,976	\$1,224,976
San Diego	CTCP-17-37	\$150,000	\$1,646,952	\$50,810	\$1,697,762	\$1,847,762
San Francisco	CTCP-17-38	\$150,000	\$1,480,172	\$45,665	\$1,525,837	\$1,675,837
San Joaquin	CTCP-17-39	\$150,000	\$478,204	\$14,753	\$492,957	\$642,957
San Luis Obispo	CTCP-17-40	\$150,000	\$222,336	\$6,859	\$229,195	\$379,195
San Mateo	CTCP-17-41	\$150,000	\$400,458	\$12,354	\$412,812	\$562,812
Santa Barbara	CTCP-17-42	\$150,000	\$217,448	\$6,708	\$224,156	\$374,156
Santa Clara	CTCP-17-43	\$150,000	\$1,440,407	\$44,437	\$1,484,844	\$1,634,844
Santa Cruz	CTCP-17-44	\$150,000	\$211,708	\$6,532	\$218,240	\$368,240
Shasta	CTCP-17-45	\$150,000	\$165,652	\$4,387	\$170,039	\$320,039
Sierra	CTCP-17-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siskiyou	CTCP-17-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-17-48	\$150,000	\$371,704	\$9,844	\$381,548	\$531,548
Sonoma	CTCP-17-49	\$150,000	\$430,163	\$11,391	\$441,554	\$591,554
Stanislaus	CTCP-17-50	\$150,000	\$351,327	\$10,839	\$362,166	\$512,166
Sutter	CTCP-17-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-17-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-17-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-17-54	\$150,000	\$378,103	\$11,665	\$389,768	\$539,768
Tuolumne	CTCP-17-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-17-56	\$150,000	\$424,899	\$13,109	\$438,008	\$588,008
Yolo	CTCP-17-57	\$150,000	\$164,885	\$5,087	\$169,972	\$319,972
Yuba	CTCP-17-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$33,178,153	\$878,447	\$34,056,600	\$43,206,600

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

Appendix 1

FY 21/22 Estimate @ BA Jul 2020

LLA	Agreement	FY 21/22 Prop 99 (Annual Estimate) @ BA 2020	21/22 Prop 99 Jul-Dec '21 Est @ BA 2020	21/22 Prop 99 Jan-Jun '22 Est @ BA 2020	FY 21/22 Prop 56 (Annual Estimate) @ BA 2020	21/22 Prop 56 Jul-Dec '21 Est @ BA 2020	21/22 Prop 56 Jan-Jun '22 Est @ BA 2020	FY 21/22 TOTAL Prop 99+56 Jul-Dec '21 Est.
Alameda	CTCP-17-01	\$150,000	\$75,000	\$75,000	\$1,036,879	\$518,440	\$518,439	\$593,440
Berkeley	CTCP-17-01A	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Alpine	CTCP-17-02	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Amador	CTCP-17-03	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Butte	CTCP-17-04	\$150,000	\$75,000	\$75,000	\$188,953	\$94,476	\$94,477	\$169,476
Calaveras	CTCP-17-05	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Colusa	CTCP-17-06	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Contra Costa	CTCP-17-07	\$150,000	\$75,000	\$75,000	\$451,258	\$225,629	\$225,629	\$300,629
Del Norte	CTCP-17-08	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
El Dorado	CTCP-17-09	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Fresno	CTCP-17-10	\$150,000	\$75,000	\$75,000	\$672,057	\$336,028	\$336,029	\$411,028
Glenn	CTCP-17-11	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Humboldt	CTCP-17-12	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Imperial	CTCP-17-13	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Inyo	CTCP-17-14	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Kern	CTCP-17-15	\$150,000	\$75,000	\$75,000	\$427,509	\$213,754	\$213,755	\$288,754
Kings	CTCP-17-16	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Lake	CTCP-17-17	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Lassen	CTCP-17-18	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Los Angeles	CTCP-17-19	\$150,000	\$75,000	\$75,000	\$10,262,994	\$5,131,497	\$5,131,497	\$5,206,497
Pasadena	CTCP-17-19B	\$150,000	\$75,000	\$75,000	\$167,537	\$83,768	\$83,769	\$158,768
Long Beach	CTCP-17-19A	\$150,000	\$75,000	\$75,000	\$532,014	\$266,007	\$266,007	\$341,007
Madera	CTCP-17-20	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Marin	CTCP-17-21	\$150,000	\$75,000	\$75,000	\$247,980	\$123,990	\$123,990	\$198,990
Mariposa	CTCP-17-22	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Mendocino	CTCP-17-23	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Merced (CHC)	17-10006	\$150,000	\$75,000	\$75,000	\$181,284	\$90,642	\$90,642	\$165,642
Modoc	CTCP-17-25	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Mono	CTCP-17-26	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Monterey	CTCP-17-27	\$150,000	\$75,000	\$75,000	\$323,753	\$161,876	\$161,877	\$236,876
Napa	CTCP-17-28	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Nevada	CTCP-17-29	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Orange	CTCP-17-30	\$150,000	\$75,000	\$75,000	\$1,285,855	\$642,928	\$642,927	\$717,928
Placer	CTCP-17-31	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Plumas	CTCP-17-32	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Riverside	CTCP-17-33	\$150,000	\$75,000	\$75,000	\$796,508	\$398,254	\$398,254	\$473,254
Sacramento	CTCP-17-34	\$150,000	\$75,000	\$75,000	\$823,886	\$411,943	\$411,943	\$486,943
San Benito	CTCP-17-35	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$75,000	\$75,000	\$950,264	\$475,132	\$475,132	\$550,132
San Diego	CTCP-17-37	\$150,000	\$75,000	\$75,000	\$1,500,798	\$750,399	\$750,399	\$825,399
San Francisco	CTCP-17-38	\$150,000	\$75,000	\$75,000	\$1,348,818	\$674,409	\$674,409	\$749,409
San Joaquin	CTCP-17-39	\$150,000	\$75,000	\$75,000	\$435,767	\$217,884	\$217,883	\$292,884
San Luis Obispo	CTCP-17-40	\$150,000	\$75,000	\$75,000	\$202,606	\$101,303	\$101,303	\$176,303
San Mateo	CTCP-17-41	\$150,000	\$75,000	\$75,000	\$364,920	\$182,460	\$182,460	\$257,460
Santa Barbara	CTCP-17-42	\$150,000	\$75,000	\$75,000	\$198,151	\$99,076	\$99,075	\$174,076
Santa Clara	CTCP-17-43	\$150,000	\$75,000	\$75,000	\$1,312,582	\$656,291	\$656,291	\$731,291
Santa Cruz	CTCP-17-44	\$150,000	\$75,000	\$75,000	\$192,921	\$96,460	\$96,461	\$171,460
Shasta	CTCP-17-45	\$150,000	\$75,000	\$75,000	\$153,022	\$76,511	\$76,511	\$151,511
Sierra	CTCP-17-46	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Siskiyou	CTCP-17-47	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Solano	CTCP-17-48	\$150,000	\$75,000	\$75,000	\$343,365	\$171,682	\$171,683	\$246,682
Sonoma	CTCP-17-49	\$150,000	\$75,000	\$75,000	\$397,366	\$198,683	\$198,683	\$273,683
Stanislaus	CTCP-17-50	\$150,000	\$75,000	\$75,000	\$320,150	\$160,075	\$160,075	\$235,075
Sutter	CTCP-17-51	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Tehama	CTCP-17-52	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Trinity	CTCP-17-53	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Tulare	CTCP-17-54	\$150,000	\$75,000	\$75,000	\$344,550	\$172,275	\$172,275	\$247,275
Tuolumne	CTCP-17-55	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Ventura	CTCP-17-56	\$150,000	\$75,000	\$75,000	\$387,193	\$193,596	\$193,597	\$268,596
Yolo	CTCP-17-57	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
Yuba	CTCP-17-58	\$150,000	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000
		\$9,150,000	\$4,575,000	\$4,575,000	\$30,650,940	\$15,325,468	\$15,325,472	\$19,900,468

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)**

**REVISED
TOTAL**

LLA	Agreement	FY 17/18 - Dec '21 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-17-01	\$6,952,640
Berkeley	CTCP-17-01A	\$1,375,190
Alpine	CTCP-17-02	\$1,436,880
Amador	CTCP-17-03	\$1,436,880
Butte	CTCP-17-04	\$1,761,199
Calaveras	CTCP-17-05	\$1,436,880
Colusa	CTCP-17-06	\$1,436,880
Contra Costa	CTCP-17-07	\$3,328,009
Del Norte	CTCP-17-08	\$1,436,880
El Dorado	CTCP-17-09	\$1,449,042
Fresno	CTCP-17-10	\$4,626,115
Glenn	CTCP-17-11	\$1,436,880
Humboldt	CTCP-17-12	\$1,436,880
Imperial	CTCP-17-13	\$1,436,880
Inyo	CTCP-17-14	\$1,436,880
Kern	CTCP-17-15	\$3,188,384
Kings	CTCP-17-16	\$1,436,880
Lake	CTCP-17-17	\$1,350,000
Lassen	CTCP-17-18	\$1,436,880
Los Angeles	CTCP-17-19	\$62,007,140
Pasadena	CTCP-17-19B	\$1,659,975
Long Beach	CTCP-17-19A	\$3,802,783
Madera	CTCP-17-20	\$1,436,880
Marin	CTCP-17-21	\$2,100,520
Mariposa	CTCP-17-22	\$1,436,880
Mendocino	CTCP-17-23	\$1,350,000
Merced (CHC)	17-10006	\$1,740,794
Modoc	CTCP-17-25	\$1,436,880
Mono	CTCP-17-26	\$1,436,880
Monterey	CTCP-17-27	\$2,578,392
Napa	CTCP-17-28	\$1,436,880
Nevada	CTCP-17-29	\$1,436,880
Orange	CTCP-17-30	\$8,234,720
Placer	CTCP-17-31	\$1,360,744
Plumas	CTCP-17-32	\$1,436,880
Riverside	CTCP-17-33	\$5,357,783
Sacramento	CTCP-17-34	\$5,518,740
San Benito	CTCP-17-35	\$1,436,880
San Bernardino (CHC)	17-10038 / 18-10380	\$6,261,735
San Diego	CTCP-17-37	\$9,546,161
San Francisco	CTCP-17-38	\$8,632,628
San Joaquin	CTCP-17-39	\$3,236,936
San Luis Obispo	CTCP-17-40	\$1,866,146
San Mateo	CTCP-17-41	\$2,820,417
Santa Barbara	CTCP-17-42	\$1,839,958
Santa Clara	CTCP-17-43	\$8,414,812
Santa Cruz	CTCP-17-44	\$1,809,208
Shasta	CTCP-17-45	\$1,554,653
Sierra	CTCP-17-46	\$1,436,880
Siskiyou	CTCP-17-47	\$1,436,880
Solano	CTCP-17-48	\$2,648,843
Sonoma	CTCP-17-49	\$2,959,270
Stanislaus	CTCP-17-50	\$2,557,205
Sutter	CTCP-17-51	\$1,436,880
Tehama	CTCP-17-52	\$1,436,880
Trinity	CTCP-17-53	\$1,436,880
Tulare	CTCP-17-54	\$2,700,656
Tuolumne	CTCP-17-55	\$1,436,880
Ventura	CTCP-17-56	\$2,951,361
Yolo	CTCP-17-57	\$1,558,229
Yuba	CTCP-17-58	\$1,436,880
		\$198,558,800



SANDRA SHEWRY, MPH, MSW
Acting Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

August 27, 2020

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

SUBJECT: PROGRAM LETTER 20-04
PROPOSITION (PROP) 99 AND PROP 56 PROSPECTIVE PAYMENT INVOICES (PPI) FOR FIRST AND SECOND QUARTERS
FUNDING PERIOD: JULY 1, 2020 THROUGH JUNE 30, 2021

Purpose: Release the:

1. First quarter PPI (07/01/20 to 09/30/20) – Prop 99
2. First quarter PPI (07/01/20 to 09/30/20) – Prop 56
3. Second quarter PPI (10/01/20 to 12/31/20) – Prop 99
4. Second quarter PPI (10/01/20 to 12/31/20) – Prop 56

Effective Date: Immediately

Inclusions:

1. PPI-F20-Q1-P99 for Prospective Payment Period: 07/01/20 to 09/30/20 – Prop 99
2. PPI-F20-Q1-P56 for Prospective Payment Period: 07/01/20 to 09/30/20 – Prop 56
3. PPI-F20-Q2-P99 for Prospective Payment Period: 10/01/20 to 12/31/20 – Prop 99
4. PPI-F20-Q2-P56 for Prospective Payment Period: 10/01/20 to 12/31/20 – Prop 56
5. Page 4 of 6 of the revised APPENDIX 1, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY2017/18 – FY 2020/21 (Dated 8/20/20) released in CTCP Program Letter 20-03.

Required Action: Ensure the PPIs are: (1) printed; (2) signed (by an authorized representative); and (3) dated. Submit the signed PPI's electronically via the Online Tobacco Information System (OTIS) Communication Log.



**Additional
Information:**

The attached LLA Allocation Table for FY 20/21 reflects the Prop 99 and Prop 56 adjustments identified in the FY 20/21 Budget Act, signed on June 26, 2020. CTCP will provide LLAs with the dates for the “open revision” period approximately one-month prior to accepting requests that: have merit; conform to required business rules; and meet required due dates.

CTCP may delay processing your PPIs for any of the following reasons: (1) allocation agreement is not signed/returned; (2) significant concerns about your comprehensive tobacco control plan for 2017-2021 (Phase II); (3) disapproved progress and/or cost reports; (4) unmet deliverables; and/or (5) unspent funds.

As a reminder:

- Funding is contingent upon available revenues and appropriations by the Legislature, State Budget, and any subsequent revisions.
- Per the 2017-2021 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the annual allocation to the LLA shall be deposited into separate Prop 99 and Prop 56 interest-bearing, insured trust accounts.

**Contact Person
For Further
Information:**

Your assigned CTCP PM.

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2017/18 - FY 2021/22 (Dec '21)
REVISED FY 20/21 @ BA Jul 2020**

LLA	Agreement	FY 20/21 Total Revised Prop 99 @BA2020	FY 20/21 Prop 56 (Estimate) @ BA 2019	FY 20/21 Prop 56 Adjustment	FY 20/21 Total Revised Prop 56 @BA2020	FY 20/21 TOTAL Prop 99+56
Alameda	CTCP-17-01	\$150,000	\$1,152,463	\$40,182	\$1,192,645	\$1,342,645
Berkeley	CTCP-17-01A	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Alpine	CTCP-17-02	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Amador	CTCP-17-03	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Butte	CTCP-17-04	\$150,000	\$204,548	\$5,416	\$209,964	\$359,964
Calaveras	CTCP-17-05	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Colusa	CTCP-17-06	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Contra Costa	CTCP-17-07	\$150,000	\$495,203	\$15,278	\$510,481	\$660,481
Del Norte	CTCP-17-08	\$150,000	\$150,000	\$0	\$150,000	\$300,000
El Dorado	CTCP-17-09	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Fresno	CTCP-17-10	\$150,000	\$737,505	\$22,752	\$760,257	\$910,257
Glenn	CTCP-17-11	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Humboldt	CTCP-17-12	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Imperial	CTCP-17-13	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Inyo	CTCP-17-14	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Kern	CTCP-17-15	\$150,000	\$469,141	\$14,474	\$483,615	\$633,615
Kings	CTCP-17-16	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lake	CTCP-17-17	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Lassen	CTCP-17-18	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Los Angeles	CTCP-17-19	\$150,000	\$11,262,454	\$347,452	\$11,609,906	\$11,759,906
Pasadena	CTCP-17-19B	\$150,000	\$183,853	\$5,672	\$189,525	\$339,525
Long Beach	CTCP-17-19A	\$150,000	\$583,823	\$18,012	\$601,835	\$751,835
Madera	CTCP-17-20	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Marin	CTCP-17-21	\$150,000	\$268,447	\$7,109	\$275,556	\$425,556
Mariposa	CTCP-17-22	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mendocino	CTCP-17-23	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Merced (CHC)	17-10006	\$150,000	\$198,938	\$6,138	\$205,076	\$355,076
Modoc	CTCP-17-25	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Mono	CTCP-17-26	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Monterey	CTCP-17-27	\$150,000	\$355,282	\$10,961	\$366,243	\$516,243
Napa	CTCP-17-28	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Nevada	CTCP-17-29	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Orange	CTCP-17-30	\$150,000	\$1,411,077	\$43,533	\$1,454,610	\$1,604,610
Placer	CTCP-17-31	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Plumas	CTCP-17-32	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Riverside	CTCP-17-33	\$150,000	\$874,076	\$26,965	\$901,041	\$1,051,041
Sacramento	CTCP-17-34	\$150,000	\$904,120	\$27,892	\$932,012	\$1,082,012
San Benito	CTCP-17-35	\$150,000	\$150,000	\$0	\$150,000	\$300,000
San Bernardino (CHC)	17-10038 / 18-10380	\$150,000	\$1,042,805	\$32,171	\$1,074,976	\$1,224,976
San Diego	CTCP-17-37	\$150,000	\$1,646,952	\$50,810	\$1,697,762	\$1,847,762
San Francisco	CTCP-17-38	\$150,000	\$1,480,172	\$45,665	\$1,525,837	\$1,675,837
San Joaquin	CTCP-17-39	\$150,000	\$478,204	\$14,753	\$492,957	\$642,957
San Luis Obispo	CTCP-17-40	\$150,000	\$222,336	\$6,859	\$229,195	\$379,195
San Mateo	CTCP-17-41	\$150,000	\$400,458	\$12,354	\$412,812	\$562,812
Santa Barbara	CTCP-17-42	\$150,000	\$217,448	\$6,708	\$224,156	\$374,156
Santa Clara	CTCP-17-43	\$150,000	\$1,440,407	\$44,437	\$1,484,844	\$1,634,844
Santa Cruz	CTCP-17-44	\$150,000	\$211,708	\$6,532	\$218,240	\$368,240
Shasta	CTCP-17-45	\$150,000	\$165,652	\$4,387	\$170,039	\$320,039
Sierra	CTCP-17-46	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Siskiyou	CTCP-17-47	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Solano	CTCP-17-48	\$150,000	\$371,704	\$9,844	\$381,548	\$531,548
Sonoma	CTCP-17-49	\$150,000	\$430,163	\$11,391	\$441,554	\$591,554
Stanislaus	CTCP-17-50	\$150,000	\$351,327	\$10,839	\$362,166	\$512,166
Sutter	CTCP-17-51	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tehama	CTCP-17-52	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Trinity	CTCP-17-53	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Tulare	CTCP-17-54	\$150,000	\$378,103	\$11,665	\$389,768	\$539,768
Tuolumne	CTCP-17-55	\$150,000	\$150,000	\$0	\$150,000	\$300,000
Ventura	CTCP-17-56	\$150,000	\$424,899	\$13,109	\$438,008	\$588,008
Yolo	CTCP-17-57	\$150,000	\$164,885	\$5,087	\$169,972	\$319,972
Yuba	CTCP-17-58	\$150,000	\$150,000	\$0	\$150,000	\$300,000
		\$9,150,000	\$33,178,153	\$878,447	\$34,056,600	\$43,206,600

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**
- 2. Allocation Agreement Number: CTCP-17-14**
- 3. Prospective Payment Period: 07/01/20 to 09/30/20**
- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date	Signature of LLA Representative
	Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Amount to be paid from Prop 99 Fund 0231
FY 2020-21 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F20-Q1-P99**
Program No.: 4045019
Fi\$Cal ID No.: 08422

COA: FY 20/21, 0231, 111, 2020, 4045019, 5440000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date	Signature of CTCP Representative
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**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**
- 2. Allocation Agreement Number: CTCP-17-14**
- 3. Prospective Payment Period: 07/01/20 to 09/30/20**
- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date	Signature of LLA Representative
	Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Amount to be paid from Prop 56 Fund 3322
FY 2020-21 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F20-Q1-P56**
Program No.: 4045
Fi\$Cal ID No.: 08422

COA: FY 20/21, 3322, 611, 2016, 4045, 5440000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date	Signature of CTCP Representative
------	----------------------------------

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**
- 2. Allocation Agreement Number: CTCP-17-14**
- 3. Prospective Payment Period: 10/01/20 to 12/31/20**
- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date	Signature of LLA Representative
	Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Amount to be paid from Prop 99 Fund 0231
FY 2020-21 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F20-Q2-P99**
Program No.: 4045019
Fi\$Cal ID No.: 08422

COA: FY 20/21, 0231, 111, 2020, 4045019, 5440000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date	Signature of CTCP Representative
------	----------------------------------

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**
- 2. Allocation Agreement Number: CTCP-17-14**
- 3. Prospective Payment Period: 10/01/20 to 12/31/20**
- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date	Signature of LLA Representative
	Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Amount to be paid from Prop 56 Fund 3322
FY 2020-21 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F20-Q2-P56**
Program No.: 4045
Fi\$Cal ID No.: 08422

COA: FY 20/21, 3322, 611, 2016, 4045, 5440000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date	Signature of CTCP Representative
------	----------------------------------



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Jenna Rhoads

SUBJECT: Amendment A01 to Contract between County of Inyo and the California Department of Public Health for Women, Infants, and Children (WIC).

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. A01 to the contract between County of Inyo Department of Health and Human Services and the California Department of Public Health (CDPH) for the California Women, Infants, and Children (WIC) Contract, increasing the contract by \$10,000.00 by shifting funds in fiscal year 1 to recognize the increased costs associated with the response to COVID-19, for a total amount not to exceed \$1,119,922.00 for the period of October 1, 2019 through September 30, 2022, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventative services.

The contract is a four-year contract with the California Department of Public Health, although the funding is federal dollars passed through the State from the United States, Department of Agriculture (USDA).

This amendment reflects shifting of funds in fiscal year 1 of the agreement in order to compensate the Contractor for actual expenses invoiced for the H.R. 6201-Families First Coronavirus Response Act.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment which would mean that the county would not be able to shift costs according to actual expenditures for the WIC Program.

OTHER AGENCY INVOLVEMENT:

The program works cooperatively with other Health and Human Services Programs such as Public Health, First 5, as well as Toiyabe Indian Health Project and other community organizations.

FINANCING:

This program is federally funded through the State of California. There are no county general funds. This revenue will be budgeted in WIC (641919/641920) in object code Federal Grants (4555).

ATTACHMENTS:

1. Amendment A01 to Standard Agreement 19-10153
2. Approved Budget 19-10153 A01

APPROVALS:

Jenna Rhoads	Created/Initiated - 9/24/2020
Darcy Ellis	Approved - 9/24/2020
Marilyn Mann	Approved - 9/24/2020
Melissa Best-Baker	Approved - 9/24/2020
Amy Shepherd	Approved - 9/25/2020
Marshall Rudolph	Approved - 9/28/2020
Marilyn Mann	Final Approval - 9/28/2020

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**Exhibit B, Attachment I
Budget Detail Worksheet
October 1, 2019 - September 30, 2022**

Personnel	WIC Position Title	Exhibit A SOW 7.A.	Exhibit A Attach I	Current Base Annual Salary Minimum	Amended Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	Amended Current Base Annual Salary Maximum	Year 1 10/1/2019 - 9/30/2020						Year 2 10/1/2020 - 9/30/2021						Year 3 10/1/2021 - 9/30/2022						Total	Total Budget Adj.	Amended Total
								FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount			
								Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount						
	Office Tech III	12.13.14.15		46,404	48,278	54,460	58,740	0.05			2,594	343	2,937	0.05			2,594	0.05			2,594	7,782	343	8,125				
	Registered Dietician	1.3.6.7	1.2.3.4.5	60,252	62,678	73,236	78,200	0.50			37,535		37,535	0.50			37,535	0.50			37,535	112,605		112,605				
	WIC Nutrition Assistant	1	1.2.3.4.5	36,840	41,985	45,784	51,072	1.00			50,042	970	51,012	1.00			50,042	1.00			50,042	150,126	970	151,096				
	WIC Manager	18.17		84,408	87,816	102,564	108,704	0.05			5,362		5,362	0.05			5,362	0.05			5,362	16,086		16,086				
	WIC Nutrition Assistant	1	1.2.3.4.5	43,344	45,096	52,644	54,768	1.00			53,370	1,388	54,768	1.00			53,370	1.00			53,370	160,110	1,388	161,508				
	WIC Director	1.2.3.4.5.6.7.8.9.11, 12.13.14.15.18	1.2.3.4.5.6	60,252	62,678	73,236	78,200	0.50			37,535	565	38,100	0.50			37,535	0.50			37,535	112,605	565	113,170				
	Overtime							0.00						0.00				0.00										
	Salaries and Wages										186,438	3,276	189,714				186,438				186,438	559,314	3,276	562,590				
	Total FTE							3.10	0.00	3.10				3.10	0.00	3.10												
	Fringe Benefits							63.1069%		63.1069%	117,655	2,067	119,722	63.1069%			117,655	63.1069%			117,655	352,965	2,067	355,032				
	Total Personnel									304,093		309,436				304,093				304,093	912,279	5,343	917,622					
	Operating Expenses																											
	General Expenses										6,761	2,563	9,324				6,761				6,761	20,283	2,563	22,846				
	Travel	6.17.18.19	1-9								5,010		5,010				5,010				5,010	15,030		15,030				
	Training	4.5.7.17	1-9								1,000		1,000				1,000				1,000	3,000		3,000				
	Outreach/Media/Promotion	17	1-9								5,600	1,500	7,100				5,600				5,600	16,800	1,500	18,300				
	Facility Costs (See Exhibit B, Attach II for breakdown)	11	1-9								13,704		13,704				13,704				13,704	41,112		41,112				
	Total Operating Expenses										32,075	4,063	36,138				32,075				32,075	96,225	4,063	100,288				
	Major Equipment (Unit Cost of \$5,000 or More)																											
	Equipment	6.17.18.20.21	1-9																									
	Vehicles	6.17.18.19	1-9																									
	Total Major Equipment																											
	Subcontracts																											
	Total Subcontracts																											
	Indirect Costs																											
	Total Personnel Costs							11.1170%		11.1170%	33,806	594	34,400	11.1170%			33,806	11.1170%			33,806	101,418	594	102,012				
	Total Indirect Costs										33,806	594	34,400				33,806				33,806	101,418	594	102,012				
	Total Budget										\$ 369,974	\$ 10,000	\$ 379,974				\$ 369,974				\$ 1,109,922	\$ 10,000	\$ 1,119,922					

Year 1 Contract Amount \$ 379,974
 Year 1 Funding Changes \$ 10,000
 Year 1 Checks/Balances \$ -

Year 2 Contract Amount \$ 369,974
 Year 2 Funding Changes \$ -
 Year 2 Checks/Balances \$ -

Year 3 Contract Amount \$ 369,974
 Year 3 Funding Changes \$ -
 Year 3 Checks/Balances \$ -

*All costs will be reviewed by CDPH for approval

- Biilingual - Positions that receive Biilingual pay will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- Additional Pay (Longevity, Retention, Differential and OLA) - Positions that receive these compensations will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.
- Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceed
- General Expenses - Includes items such as: Minor equipment (i.e., office furniture, IT equipment, anthropometric items, etc.), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses (i.e., telephone services, printing, postage, supplies, etc.),
- Travel - All costs reimbursed shall be in accordance with CallHR rates.
- Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance
- Major Equipment - Unit cost must be \$5,000 or more. Refer to Exhibit B, Provision 1 for procurement rules
- Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.
- Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.
- Subcontractors - List the subcontractor's name and short list of services provided.

**Exhibit B, Attachment II
Facility Cost Worksheet
YEAR 3
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

Site # or N/A	Site Name	Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic Site, Admin, Training Center, Warehouse, Storage Area, Satellite site)	Total Square Footage	Monthly Rent/ Lease Amount	Monthly Rent/ Lease Adj.	Amended Monthly Rent/ Lease Amount	Utility Costs Per Month	Utility Costs Per Month Adj.	Amended Utility Costs Per Month	Misc. Facility Costs Per Month (i.e., Janitorial, Security, Maintenance)	Misc. Facility Costs Per Month (i.e., Janitorial, Security, Maintenance) Adj.	Amended Misc. Facility Costs Per Month (i.e., Janitorial, Security, Maintenance)	Total Cost of Site Per Month
001	Bishop WIC Clinic	568 West Line Street, Bishop, CA 93514	Clinic Site	2000	411		411	425		425	306		306	1,142
008	Lone Pine WIC	138 Jackson Street, Lone Pine, CA 93545	Satellite site	6698			-			-			-	-
N/A	Inyo Co. Dept. Hlth&Human Serv.	207A West South Street, Bishop, CA 93514	Administrative Site	2500			-			-			-	-
007	Inyo Co. Dept. Hlth&Human Serv.	155 East Market, Independence, CA 93526	Fiscal and Satellite Site	4285			-			-			-	-
009	Inyo Co. Dept. Hlth&Human Serv.	405 Hot Springs Road, Tecopa CA 92369	Satellite site	1140			-			-			-	-
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County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Marilyn Mann

SUBJECT: Agreement between Inyo County Health and Human Services, California Department of Public Health (CDPH), and California Connected COVID-19 Contact Tracing (CalCONNECT).

RECOMMENDED ACTION:

Request Board approve the System Data Use and Disclosure Agreement between County of Inyo Health and Human Services, California Department of Public Health (CDPH), and California Connected COVID-19 Contact Tracing (CalCONNECT) for the purpose of the receipt and use of information associated with monitoring reportable disease, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

California Connected (CalCONNECT), is the state's comprehensive COVID-19 web-based contact tracing program to improve the effectiveness of disease surveillance activities. As part of California Connected, public health workers can connect with individuals who test positive for COVID-19 and work with them, and people they have been in close contact with, to ensure they isolate or quarantine from the community if necessary, have access to confidential testing, as well as medical care and other services to help prevent the spread of the virus.

The Department of Health and Human Services is respectfully requesting your Board's approval of the agreement with the California Department of Public Health.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this agreement therefore terminating Inyo County Health and Human Services' ability to receive, use, and disclose CalCONNECT data necessary in case investigation, disease prevention, and surveillance.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There are no fees associated with this agreement.

ATTACHMENTS:

1. CalCONNECT Data Use and Disclosure Agreement

APPROVALS:

Jenna Rhoads	Created/Initiated - 9/23/2020
Darcy Ellis	Approved - 9/23/2020
Marilyn Mann	Approved - 9/24/2020
Melissa Best-Baker	Approved - 9/24/2020
Marshall Rudolph	Approved - 9/24/2020
Marilyn Mann	Final Approval - 9/24/2020

CalCONNECT System for California Connected Data Use and Disclosure Agreement

This CalCONNECT System (“CalCONNECT”) Data Use And Disclosure Agreement (“Agreement”) for the California Connected Program sets forth the information privacy and security requirements that the **Inyo County Department of Health and Human Services** (“Participant”), and the California Department of Public Health (“CDPH”) are obligated to follow with respect to all CalCONNECT Data (as defined herein) collected or created within the CalCONNECT System. Participant will have access to the CalCONNECT System managed by CDPH and will use it for COVID-19 surveillance and control in Inyo County. By entering into this Agreement, CDPH and Participant agree to protect the privacy and provide for the security of all CalCONNECT Data in compliance with all state and federal laws applicable to the CalCONNECT Data. Permission to receive, use and disclose CalCONNECT Data requires execution of this Agreement that describes the terms, conditions, and limitations of Participant’s collection, use, and disclosure of the CalCONNECT Data.

I. **Supersession**: This Agreement supersedes any prior CalCONNECT Agreement between CDPH and Participant.

II. **Definitions**: For purposes of this Agreement, the following definitions shall apply:

A. **Breach**: “Breach” means:

1. the acquisition, access, use, or disclosure of CalCONNECT Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, “compromises the privacy, security or integrity of the information” means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The “system” referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the CalCONNECT System only.

B. **CalCONNECT System Data**: “CalCONNECT System Data” means data in the CalCONNECT System including demographic, epidemiologic (including clinical information, risk factor information, exposure information, information on COVID-19 Cases and COVID-19 Contacts, and laboratory test result information), and administrative information on 2019 Novel Coronavirus (COVID-19) collected for the purposes of contact tracing, case investigation, disease prevention, and surveillance.

1. CalCONNECT Data specifically includes information contained in or derived from the following:

- a. California Reportable Disease Information Exchange (CalREDIE) System, which includes:
 - i. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations CCR sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.
 - ii. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.
 - iii. Communicable Disease Control Report Forms (required for specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local health officers), including laboratory confirmed cases of COVID-19.
- b. California Connected COVID-19 Contact Tracing Activities, which includes:
 - i. Demographic data of COVID-19 Cases and COVID-19 Contacts;
 - ii. Information obtained through interviews with COVID-19 Cases and COVID-19 Contacts, including but not limited to, health information, demographic information, location and location history information, risk factor information, laboratory test results, and other personal information as defined by Civil Code section 1798.3; and
 - iii. Records of communications with COVID-19 Cases and COVID-19 Contacts which contain personal information as defined by Civil Code section 1798.3, including but not limited to, phone call recordings, SMS (text) messages, call logs, and tracking sheets.

2. CalCONNECT Data specifically excludes the following information:

- a. [Reserved.]

C. California Connected: “California Connected” means the State of California program launched in May 2020 for Contact Tracing, communicable disease surveillance, and public awareness related to COVID-19.

- D. Contact Tracing:** “Contact Tracing” means the process of tracking COVID-19 as it spreads from person to person with the goal of halting transmission.
- E. COVID-19 Cases:** “COVID-19 Cases” means persons with a suspected or confirmed case of COVID-19 in California.
- F. COVID-19 Contacts:** “COVID-19 Contacts” means persons in California who may have been in contact with, interacted with or were otherwise exposed to a COVID-19 Case.
- G. Disclosure:** “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information.
- H. Security Incident:** “Security Incident” means:
1. an attempted breach;
 2. the attempted or successful modification or destruction of CalCONNECT Data in the CalCONNECT System, in violation of any state or federal law or in a manner not permitted under this Agreement; or
 3. the attempted or successful modification or destruction of, or interference with, system operations in the CalCONNECT System that negatively impacts the confidentiality, availability or integrity of CalCONNECT Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of CalCONNECT Data in the CalCONNECT System.
- I. Use:** “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- J. Workforce Member:** “Workforce Member” means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.
- K. [Reserved.]**

III. Background and Purpose:

The CalCONNECT System is an online database that maintains information, collected through the California Connected program, on contact tracing of COVID-19 to test, trace and isolate people who may have been infected. The purpose of this database is to improve the efficiency of disease surveillance activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state-wide basis. CalCONNECT is a secure, web-based electronic solution for state departments and local health departments to maintain information to allow them to interview COVID-19 Cases and COVID-19 Contacts, identify the individuals they have

interacted with, and notify those contacts to evaluate whether they need to isolate or quarantine. CalCONNECT is an integral part of the overall California public health emergency preparedness and response strategy to COVID-19 as a database resource to adequately implement statewide contact tracing through both state departments and local health departments.

- IV. Legal Authority for Collection, Use and Disclosure of CalCONNECT Data:** The legal authority for CDPH and Participant to collect, use and disclose CalCONNECT Data is set forth in Attachment A, which is made part of this Agreement by this reference.
- V. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:**
- A. CDPH and CalCONNECT HIPAA Status:** CDPH is a “hybrid entity” for purposes of applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). The CalCONNECT System has not been designated by the CDPH as, and is not, one of the HIPAA-covered “health care components” of CDPH. (45 C.F.R. § 164.504(c)(3)(iii).) The legal basis for this determination is as follows:
1. The CalCONNECT System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of “covered entity”)); and
 2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A];
- B. Parties Are “Public Health Authorities”:** CDPH and Participant are each a “public health authority” as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)
- C. CalCONNECT Data Use and Disclosure Permitted by HIPAA:** To the extent a disclosure or use of CalCONNECT Data may also be considered a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such CalCONNECT Data disclosure and/or use by CDPH

and Participant, without the consent or authorization of the individual who is the subject of the PHI:

1. HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A];
2. A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);
3. A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a)(1).) and,
4. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CalCONNECT Data uses and disclosures.

D. No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant: This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, Part 160.103 (definition of “business associate”). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.

VI. Permitted Disclosures: The Participant and its workforce members and agents, shall safeguard the CalCONNECT Data to which they have access from unauthorized disclosure. The Participant, and its workforce members and agents, shall not disclose any CalCONNECT Data for any purpose other than carrying out contact tracing in the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. When COVID-19 Cases and COVID-19 Contacts cross into another county's jurisdiction, the Participant shall be permitted to disclose CalCONNECT Data with the local health department of that county's jurisdiction. Any such disclosure of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law.

VII. Permitted Use: The Participant, and its workforce members and agents, shall safeguard the CalCONNECT Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any CalCONNECT Data for any purpose other than carrying out the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. Any such use of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law.

VIII. Restricted Disclosures and Uses:

A. [Reserved.]

IX. Safeguards: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalCONNECT Data. The Participant 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 Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section X, Security, below. Participant shall provide CDPH with Participant's current and updated policies.

X. Security: The Participant shall take all steps necessary to ensure the continuous security of all computerized data systems containing CalCONNECT Data. These steps shall include, at a minimum:

A. 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, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and

B. In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CalCONNECT Data from breaches and security incidents.

XI. Security Officer: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B, which is made a part of this Agreement by this reference.

XII. Training: The Participant shall provide training on its obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of

Participant's obligations under this Agreement, or otherwise use or disclose CalCONNECT Data.

- A. The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name, the date on which the training was completed, and an agreement to comply with all applicable federal and state laws.
- B. The Participant shall retain each workforce member's written certifications for CDPH inspection for a period of three years following contract termination.

XIII. Workforce Member Discipline: Participant shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Participant workforce members under Participant's direct control who intentionally or negligently violate any provisions of this Agreement.

XIV. Participant Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Participant shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Agreement), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CalCONNECT Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IT Service Desk at the telephone numbers listed in Section XIV(G), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

Participant shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the CalCONNECT System operating environment; and,
2. any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach:** The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CalCONNECT Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalCONNECT Data, or to whom it is known (or reasonably believed) to have had the CalCONNECT Data improperly disclosed to them; and
 3. a description of where the CalCONNECT Data is known or believed to have been improperly used or disclosed; and
 4. a description of the known or probable causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report:** The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. 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 breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only a custodian and/or non-owner of the CalCONNECT Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve, in writing, the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s);
or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to California Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format., content and timeliness provisions of Section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.
- F. Public Statements:** Participant shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Participant and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below.
- G. CDPH Contact Information:** To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
<p>Juan Ruiz, MD, MPH Chief, Communicable Disease Emergency Response Program</p> <p>Email: Juan.Ruiz@cdph.ca.gov Telephone: (510) 620-3036</p>	<p>Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, Suite 500 Sacramento, CA 95814</p> <p>Email: privacy@cdph.ca.gov Telephone: (877) 421-9634</p>	<p>Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413</p> <p>Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874</p>

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XV. CDPH Breach and Security Incident Responsibilities: CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves CalCONNECT Data that was created or collected by Participant in the CalCONNECT System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment B, which is made a part of this Agreement by this reference. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.

A. Participant Contact Information: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment B. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to the contact information in Attachment B. Said changes shall not require an amendment to this Agreement.

XVI. Compliance with California Health and Safety Code Section 121022(h): CDPH and Participant shall comply, when required, with California Health and safety Code Section 121022, subdivision (h), which provides as follows: "Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."

XVII. Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for three (3) years after the latest signature date in the signature block below. After three (3) years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced written notice. CDPH may also terminate this Agreement pursuant to Section XVIII, below.

XVIII. Termination for Cause:

A. Termination Upon Breach: A breach by either party of any provision of this Agreement, as determined by CDPH or Participant, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement

by CDPH or Participant by providing written notice of such termination. At its sole discretion, CDPH or Participant may give the breaching party 30 days to cure the breach.

B. Judicial or Administrative Proceedings: CDPH and Participant shall notify the other party in writing if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if the other party is found guilty of a criminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if a finding or stipulation that the other party has violated any security or privacy laws is made in any administrative or civil proceeding in which the other party is a party or has been joined.

XIX. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalCONNECT Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:

A. Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or

B. Participant does not enter into an amendment providing assurances regarding the safeguarding of CalCONNECT Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CalCONNECT Data.

XX. Assistance in Litigation or Administrative Proceedings: Each party shall make itself and any workforce members or agents assisting in the performance of obligations under this Agreement available to the other party at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced based upon claimed violation of laws relating to security and privacy, which involve inactions or actions by CDPH or Participant, except where CDPH and Participant or their workforce members or agents are a named adverse party.

XXI. Disclaimer: CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant, is or will be secure from unauthorized use or disclosure. Participant is solely responsible for all decisions made by Participant regarding the safeguarding of CalCONNECT Data.

- XXII.** Transfer of Rights: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.
- XXIII.** No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.
- XXIV.** Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.
- XXV.** Survival: The respective rights and obligations of Participant under Sections IX, X, and XIV of this Agreement shall survive the termination or expiration of this Agreement.
- XXVI.** Attachments: The parties mutually agree that the following specified Attachments are part of this Agreement:
- A.** Attachment A: State Law Authority for: (1) Use and Disclosure of CalCONNECT Data; and, (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).
 - B.** Attachment B: Participant Breach and Security Incident Contact Information.
- XXVII.** Entire Agreement: This Agreement, including all attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXVIII.** Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXIX.** Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

XXX. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of Inyo County [Participant], the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

Marilyn Mann
Director of Health and Human Services
Public Health Division
207 A. South St.
Bishop, CA 93514

Date

On behalf of CDPH, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

James Watt, MD, MPH
Chief, Division of Communicable Disease Control
California Department of Public Health
850 Marina Bay Parkway, Building P
Richmond, CA 94804

Date

Return Executed Agreement to:

Emily White
Office of Legal Services
California Department of Public Health
Emily.White@cdph.ca.gov

Attachment A

State Law Authority for:

- (1) Use and Disclosure of CDPH CalCONNECT Data; and,
- (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).

A. Legal Authority:

1. California Information Practices Act:

- a. California Civil Code section 1798.24, subdivision (i), provides in part as follows: “An agency shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: Pursuant to a determination by the agency that maintains information that compelling circumstances exist that affect the health or safety of an individual....”

2. March 4, 2020, Governor’s Proclamation of a State of Emergency:

<https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf>.

3. California Health and Safety Code section 101085

4. California Health and Safety Code section 120175

5. California Health and Safety Code sections 121022-121035

6. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventive Medical Service, Article 3.5, Reporting of HIV, Sub Article 4 Sections: 2641.5-2643.20

Attachment B

Participant Contact Information

The following contact information must be provided prior to execution of this Agreement.

Participant Program Manager	Participant Privacy Officer	Participant Chief Information Security Officer
<p>Anna Scott HHS Deputy Director – Public Health & Prevention Inyo County Department of Health and Human Services 207 A. South St. Bishop CA, 93514</p> <p>(760) 873-7868</p> <p>Fax: (760) 873-7800</p> <p>ascott@inyocounty.us</p>	<p>Meaghan McCamman Assistant Director - Inyo County Department of Health and Human Services 163 May St. Bishop CA, 93514</p> <p>(760) 873-3305</p> <p>Fax: (760) 873-6505</p> <p>mmccamman@inyocounty.us</p>	<p>Scott Armstrong Director – Inyo County Department of Information Services P.O. Box 477 Independence, CA 93526</p> <p>(760) 878-0390 IT Service Desk (760) 878-0245</p> <p>sarmstrong@inyocounty.us</p>



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Jenna Rhoads

SUBJECT: Agreement between County of Inyo and Heluna Health, providing cost-reimbursable compensation to the Local Health Department as part of the ELC CARES Plan.

RECOMMENDED ACTION:

Request Board ratify and approve the agreement and budget between the County of Inyo and Heluna Health, for the provision of services under the ELC CARES Federal Grant for funding in an amount not to exceed \$150,000.00 for the period of May 1, 2020 through March 31, 2022, contingent upon the Board's approval of future budgets.

SUMMARY/JUSTIFICATION:

Under the ELC CARES (Epidemiology and Laboratory Capacity Coronavirus Aid, Relief, and Economic Security) Act of 2020, the California Department of Public Health (CDPH) contracted with the nonprofit Heluna Health to distribute county allocations and provide county contract monitoring services. This item is coming before your Board as a ratification because the grant application opened after the funds were Federally allocated and our application was submitted in July 2020. However, counties may use this funding for response activities completed since May 1, 2020.

Under this agreement between Heluna Health and the Inyo County Department of Health and Human Services, the Public Health division will be responsible for completing scope of work activities related to the following objectives:

1. Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures
2. Improve morbidity and mortality surveillance
3. Enhance laboratory testing and reporting capacity
4. Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations
5. Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations
6. Work with healthcare system to manage and monitor system capacity
7. Improve understanding of jurisdictional communities with respect to COVID-19 risk

In addition to this initial ELC CARES Act grant, Inyo County has also applied for a much larger ELC Enhancing Detection grant, funded by the federal Paycheck Protection Program and Health Care Enhancement Act of 2020 that will be brought before your Board once the allocation agreement is received from CDPH.

The Department of Health and Human Services respectfully requests that your Board approve the agreement which includes an approved budget between Inyo County and Heluna Health, authorize the

purchases in the current approved budget or any budget amendments and authorize Marilyn Mann, Director to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request resulting in the forfeiture of grant funding.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funding for this contract is from Federal CARES Act ELC funds. This funding will be deposited in the HHS Suspense Trust (505104) then be brought in as revenue to the Health Budget (045100) to cover allowed expenses. No County General Funds.

ATTACHMENTS:

1. ELC CARES Work Order Agreement

APPROVALS:

Jenna Rhoads	Created/Initiated - 9/23/2020
Darcy Ellis	Approved - 9/23/2020
Jenna Rhoads	Approved - 9/23/2020
Marilyn Mann	Approved - 9/25/2020
Melissa Best-Baker	Approved - 9/25/2020
Amy Shepherd	Approved - 10/1/2020
Marshall Rudolph	Approved - 10/1/2020
Marilyn Mann	Final Approval - 10/1/2020



WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereafter "**HELUNA HEALTH**", or "**Client**"), and the Local Health Department identified below (hereafter "**Local Health Department**") and sets forth the terms and conditions between Client and Local Health Department, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Health Department as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. (HELUNA HEALTH and Local Health Department shall be referred to herein individually as a "party" and collectively as the "parties").

I. IDENTIFIED PARTIES

CLIENT

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Rochelle McLaurin, Deputy Director
ELCCOVID19Invoices@helunahealth.org

Grant#: 6NU50CK000539-01-08 DHHS-CDC CFDA#: 93.323

LOCAL HEALTH DEPARTMENT

County of Inyo
207 A South Street
Bishop, CA 93514
ATTN: Anna Scott, Public Health Deputy Director
AScott@inyocounty.us
(760) 873-7868

Program#: 0187.1980

II. **TERM.** Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on **5/1/2020** and term on **3/31/2022**.

III. **SERVICES AND COMPENSATION.** Local Health Department shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for Local Health Department and at such other location as may be set forth in the SOW.

(a) **Services.** Local Health Department shall perform all services as stated in the SOW. Local Health Department shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Health Department maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Local Health Department as a business operator or to perform the Services.

(b) **Payment.** HELUNA HEALTH agrees to compensate the Local Health Department on a **Cost-Reimbursable Contract. See Attachment A "Budget" for line item budget detail.** Local Health Department shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Health Department hereunder shall be as set forth below: A total to not exceed **\$150,000.00**.

If for any reason Local Health Department receives an overpayment of amount described above, Local Health Department shall promptly notify HELUNA HEALTH or such and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) **Invoice.** Invoices shall be submitted: **Monthly, No Later than 30 Days after month end. See Attachment C for "Required Invoice Template."**

Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after HELUNA HEALTH's receipt of the invoice and required back up documentation. Local Health Department shall submit invoices to the attention of the contact person identified by HELUNA HEALTH. All final invoices must be received within 45 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Local Health Department waives all rights to payment under such invoices. Local Health Department shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Health Department or its employees as a result of or in connection with the Services performed by Local Health Department hereunder.

(d) **Budget Modifications.**

The budget may be modified accordingly:

- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a change of <10% of the total budget. The request must be in writing to ELCCOVID19Invoices@helunahealth.org. Any informal budget modification request must be submitted thirty (30) days before the end of the agreement term.
- Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change of 10% or greater of the total budget. The request must be in writing on agency letterhead to ELCCOVID19Invoices@helunahealth.org. Any formal budget modification request must be submitted sixty (60) days before the end of the agreement term.

IV. **INSURANCE.** Local Health Department, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to HELUNA HEALTH by Local Health Department prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

V. **AUTHORIZED SIGNERS.** The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

Signature & Date
Heluna Health

Signature & Date
County of Inyo

Name & Title

Signature & Date

Name & Title

Signature & Date

Name & Title

TERMS AND CONDITIONS

1. **INDEPENDENT LOCAL HEALTH DEPARTMENT RELATIONSHIP.** Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Health Department relationship. Local Health Department shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

Local Health Department shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Health Department's Services hereunder. Local Health Department is in control of the means by which the Services are accomplished. Any advice given to Local Health Department regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Health Department to assure its conformity with this Agreement. Local Health Department shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Health Department will not be required to follow or establish a regular or daily work schedule.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Local Health Department or the employees of Local Health Department. Local Health Department shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

Local Health Department understands that Local Health Department is responsible to pay, according to law, Local Health Department's income taxes. If Local Health Department is not a corporation or other legal entity, Local Health Department further understands that Local Health Department may be liable for self-employment (social security) tax, to be paid by Local Health Department according to law. Local Health Department agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of Local Health Department's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of Local Health Department's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Health Department will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Local Health Department performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because Local Health Department is an independent entity, Local Health Department is not eligible for, and shall not participate in, any HELUNA

HEALTH pension, health, or other fringe or employee benefit plans. Only personnel hired as HELUNA HEALTH employees will receive fringe benefits.

4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning Local Health Department or the employees of Local Health Department. All persons hired by Local Health Department to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Local Health Department unless specifically indicated otherwise in an agreement signed by all parties. Local Health Department shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of HELUNA HEALTH.

5. **EQUIPMENT AND SUPPLIES.** Local Health Department or Jurisdiction shall provide all necessary equipment, materials and supplies required by Local Health Department to perform the Services.

6. **TERMINATION.** HELUNA HEALTH may terminate this Agreement without cause at any time by giving written notice to Local Health Department at least 15 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by HELUNA HEALTH, Local Health Department shall not be relieved of any liability to HELUNA HEALTH for damages and HELUNA HEALTH may withhold any payments to Local Health Department for the purpose of setoff until such time as the actual amount of damages due to HELUNA HEALTH from Local Health Department is determined.

Upon the expiration or termination of this Agreement, Local Health Department shall immediately return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material, finished or unfinished documents, studies, reports and any and all Confidential Information (as defined below) and Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to Local Health Department until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any other provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** Local Health Department shall comply with all state and federal statutes and regulations applicable to Local Health Department, the Services and the Program in performing Local Health Department's obligations under this Agreement. Local Health Department represents and warrants that neither Local Health Department nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
8. **HIPAA (if applicable).** In the event that Local Health Department's performance under this Agreement may expose Local Health Department to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Health Department agrees to execute and deliver a copy of HELUNA HEALTH's standard Business Associate Agreement or Business Associate sub Local Health Department Agreement, as applicable, as required by HIPAA.
9. **CONFIDENTIALITY AND NON-DISCLOSURE.** HELUNA HEALTH and Local Health Department agree that during the course of this Agreement, Local Health Department may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or Local Health Department. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary.

Local Health Department expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of HELUNA HEALTH or, if applicable, any third-parties who may have disclosed Confidential Information to HELUNA HEALTH and that the Confidential Information belongs to and shall remain the property of HELUNA HEALTH and such third-parties. Local Health Department further expressly acknowledges that the Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons and Local Health Department agrees to afford HELUNA HEALTH protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to HELUNA HEALTH.

Therefore, Local Health Department agrees to hold any and all Confidential Information in the strictest of confidence, whether or not particular portions or aspects thereof may also be available from other sources. Local Health Department shall not disclose Confidential Information in any manner whatsoever, directly or indirectly, or use it in any way whatsoever, either during the term of this Agreement or at any time thereafter, except solely for the purpose of performance under this Agreement. Further, Local Health Department shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of the Confidential Information.

All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by Local Health Department, in whole or in part, or otherwise coming into Local Health Department's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by Local Health Department upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

10. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two years following its termination, Local Health Department shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Health Department by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if Local Health Department engages in actionable conduct after the two-year period referred to above.

11. **WORKS FOR HIRE.** Local Health Department agrees that all inventions, original works of authorship, developments, concepts, know-how, discoveries, ideas, logos, improvements, trade secrets, secret processes, patents, patent applications, software, platforms, service marks, trademarks, trademark applications, copyright and copyright registrations, whether or not patentable or registerable under copyright, trademark or other similar laws, made, conceived or developed by Local Health Department, in whole or in part, either alone or in connection with others, that relate to the Services under this Agreement or the operations, activities, research, investigation, business or obligations of HELUNA HEALTH (collectively, the "Work Product") are the sole property of the HELUNA HEALTH and all right, title, interest and ownership in all such Work Product, including but not limited to copyrights, trademarks, patents, trade secret rights, trade names, and know-how and the rights to secure any renewals, reissues, and extensions thereof, will vest in the HELUNA HEALTH. The Work Product will be deemed to be "works made for hire" under United States copyright law (17 U.S.C. Section 101 et seq.) and made in the course of this Agreement, and Local Health Department expressly disclaims any interest in the Work Product.

To the extent that the Work Product may not, by operation of law, vest in the HELUNA HEALTH or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the HELUNA HEALTH. Local Health Department understands that HELUNA HEALTH may register the copyright, trademark, patent and other rights in the Work Product in HELUNA HEALTH's name and Local Health Department grants HELUNA HEALTH the exclusive right, and appoints HELUNA HEALTH as attorney-in-fact, to execute and prosecute in Local Health Department's name as author or inventor or in HELUNA HEALTH's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right or interest in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. Local Health Department hereby agrees to sign such applications, documents, assignment forms and other papers as the HELUNA HEALTH requests from time to time to further confirm this assignment and Local Health Department agrees to give the HELUNA HEALTH and any person designated by the HELUNA HEALTH any reasonable assistance required to perfect and enforce the rights defined in this section. Local Health Department further understands that the HELUNA HEALTH has full, complete and exclusive ownership of the Work Product. In the event the aforementioned assignment is invalid, Local Health Department grants HELUNA HEALTH a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of the Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicenses. Local Health Department agrees not to use the Work Product Property for the benefit of anyone other than HELUNA HEALTH without HELUNA HEALTH's prior written permission.

All rights, interest and ownership to the Work Product granted or assigned to HELUNA HEALTH hereunder shall be subject to any rights of the Program under HELUNA HEALTH's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** Local Health Department hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, Local Health Departments, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Health Department Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, damages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Health Department Indemnified Parties arising out of or resulting from: (i) Local Health Department's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Health Department's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any alleged or actual acts or omissions of Local Health Department (or its agents, subcontractors or employees) relating to services provided outside the scope of this Agreement; (iv) Local Health Department's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation; or (v) any claims or actions that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

If any lawsuit, enforcement or other action is filed against any of the Local Health Department Indemnified Parties Local Health Department for which the Local Health Department Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Health Department and such other Local Health Department Indemnified Parties may elect to have Local Health Department, Local Health Department's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Health Department. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

13. **RECORD RETENTION AND ACCESS TO RECORDS.** Local Health Department agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to,

evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Health Department's performance under this Agreement. Local Health Department shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) HELUNA HEALTH's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action.

Local Health Department agrees that HELUNA HEALTH, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by Local Health Department of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Local Health Department from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Local Health Department without the prior written approval and consent of HELUNA HEALTH.

23. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signed counterpart delivered by electronic mail or facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.

24. **FEDERAL TERMS AND CONDITIONS.**

- A. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause ("Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.
- B. **Davis-Bacon Act and Copeland "Anti-Kickback" Act.** To the extent this Agreement is for construction services (new construction or repair), Local Health Department agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference
- C. **Contract Work Hours and Safety Standards Act.** To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
- D. **Clean Air Act and Federal Water Pollution Control Act.** To the extent this Agreement is in excess of \$150,000, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Health Department further agrees to report any violations of the foregoing to HELUNA HEALTH and the Regional Office of the Environmental Protection Agency.
- E. **Debarment and Suspension Certification.** Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.
- F. **Byrd Anti-Lobbying Amendment Certification.** To the extent this Agreement is in excess of \$100,000, Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement have not used and will not use any Federally 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 U.S.C. 1352. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement influence or attempt to influence any 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 U.S.C. 1352.

ATTACHMENT A

Statement of Work (SOW), Budget, and Reporting

Statement of Work

Activity 1 - Milestone 1	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
	Planned Activity <i>(Provide a title for this milestone)</i>	Maintain contact tracing workforce
	Implementation Plan <i>(Bulleted items or brief sentences)</i>	Inyo County has a population of approximately 18,500 residents and should have at least 2.75 trained staff. Inyo currently has 6 contact tracers [1.5 FTE] that are partially reassigned to CI and CT. Will train an additional 2-4 Health and Human Services Department staff [up to 1.5 FTE] on how to follow up with individuals who have been in contact with positive case in the short term. Training materials will be a combination of Inyo county and the online contact tracking academy developed by the State in collaboration with UCSF and UCLA. Ongoing recruitment and training of staff will be done as needed to ensure a stable and adequate workforce of contact tracers.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County currently has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic. This grant may be used to hire additional contact tracing staff, if needed, during the course of this pandemic.
Expected Achieve By Date <i>(select from drop down)</i>	March 2022	

Activity 1 - Milestone 2	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
	Planned Activity <i>(Provide a title for this milestone)</i>	<i>Expand Contact Investigations workforce</i>
	Implementation Plan <i>(Bulleted items or brief sentences)</i>	<i>Inyo currently has 2 trained contact investigators [1.5 FTE]. To sustain contact investigations over time, the LHJ will transition at least 2 contact tracers [.5 FTE] to contact investigators in the short term. Training materials will be a combination of Inyo county and the online contact tracking academy developed by the State in collaboration with UCSF and UCLA. Ongoing recruitment and training of staff will be done as needed to ensure a stable and adequate workforce of contact investigators.</i>
Applicant capacity: What is the current capacity to perform this milestone?	<i>Inyo County currently has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic. This grant may be used to hire additional</i>	

		<i>contact investigations staff, if needed, during the course of this pandemic.</i>
	Expected Achieve By Date <i>(select from drop down)</i>	March 2022

Activity 1 - Milestone 3	Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.	
	Planned Activity (Provide a title for this milestone)	Adopt and implement the State contact tracing platform.
	Implementation Plan (Bulleted items or brief sentences)	Inyo County public health and information services staff will implement the CalConnect system and train public health staff and contact tracers to use the system. Due to limited case load at the time of application, Inyo County plans to adopt the system at a later phase.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently, all contact tracing is conducted through CalREDIE.
	Expected Achieve By Date <i>(select from drop down)</i>	March 2021

Activity 2 - Milestone 1	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Enhance Community-Based Surveillance
	Implementation Plan (Bulleted items or brief sentences)	Inyo County receives COVID test results from healthcare facilities and laboratories in California via CalREDIE. Those test results received from other states (such as Nevada as Inyo County is a boarder county) are entered into CalREDIE. Information from CalREDIE is integrated into CalConnect. Data collected in CalREDIE is used to report daily incidence rates on Inyo's COVID-19 website: https://www.inyocounty.us/covid-19
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of surveillance and information sharing during the course of the pandemic.
	Expected Achieve By Date <i>(select from drop down)</i>	March 2022

Activity 2 - Milestone 2	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Report COVID-19 deaths
	Implementation Plan (Bulleted items or brief sentences)	Information related to a COVID death is received in a timely fashion from the local hospital or the coroner and is reported by

		the EOC to CDPH and CalOES via situational updates, as needed.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of surveillance and information sharing during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 2 - Milestone 3	Activity 2: Improve morbidity and mortality surveillance	
	Planned Activity (Provide a title for this milestone)	Support electronic case reporting from local hospitals and clinics
	Implementation Plan (Bulleted items or brief sentences)	Inyo currently receives Confidential Morbidity reports by fax from local hospitals and clinics, plus immediate phone notification to the Health Officer from facilities with positive COVID-19 tests results. Inyo public health will work with local providers to report CMRs electronically via CalREDIE
	Applicant capacity: What is the current capacity to perform this milestone?	With COVID-19 test result volume being relatively low at the time of application, Inyo has sufficient capacity to quickly identify new COVID-19 cases in a timely manner. However, this grant may be used to support implementation of electronic CMR reporting in CalREDIE, if needed.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 3 - Milestone 1	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Expand COVID Testing at Healthcare Facilities
	Implementation Plan (Bulleted items or brief sentences)	Inyo County coordinates with local hospitals and clinics to provide expedited testing to all symptomatic individuals and case contacts identified through COVID-19 case investigations. In order to expand PCR testing capacity, Inyo will coordinate with the CDPH Testing Task Force and labs to support expanded access to testing for SNFs, jail, juvenile center, other congregate living facilities, and for other essential infrastructure workforces, as necessary.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 3 - Milestone 2	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	<i>Expand testing for community based surveillance</i>

	Implementation Plan (Bulleted items or brief sentences)	Inyo County is coordinating with Verily (contracted with the State) to provide community COVID testing at 2 locations in Inyo County. This grant will be used support continued community-based testing contracts, should CDPH transition away from providing the mobile test site. This grant will also be used to cover costs of coordination, preparation, travel, and support of additional mobile testing options in order to expand capacity in very isolated rural areas of the county. The grant will not be used for purchasing or performing the testing as this is an unallowable cost.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity so long as the Verily mobile test site continues to be available via CDPH contract. This grant will help expand community based testing via contract with mobile testing centers or other testing options, as they are identified (e.g. expansion of rapid testing, expansion of self-administered testing options). At minimum, current levels of service will be maintained during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 3 - Milestone 3	Activity 3: Enhance laboratory testing and reporting capacity.	
	Planned Activity (Provide a title for this milestone)	Expand Serology Testing
	Implementation Plan (Bulleted items or brief sentences)	Serology testing is limited in Inyo County at this time. Public Health does not have access to FDA approved serology tests and the local hospital provides some serology testing to healthcare workers who have been exposed to COVID-19 cases, or to obtain additional diagnostic information. Inyo County will work with the local healthcare facilities to increase capacity and availability of serology testing.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity to coordinate with local healthcare facilities on increasing serology testing, and will continue to assess the availability of serology tests and capacity for public health testing. This grant will help expand serology testing via contract with mobile testing centers or other testing options, as they are identified (e.g. expansion of rapid testing, expansion of self-administered testing options). At minimum, current levels of service will be maintained during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 4 - Milestone 1	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
	Planned Activity (Provide a title for this milestone)	Mitigation Efforts for Healthcare Facilities
		Public Health collaborates with 2 hospitals, Toiyabe Indian Health Project (including clinic, public health, and dialysis), 2

	Implementation Plan (Bulleted items or brief sentences)	SNFs, and 1 LTC facility to assess and monitor infections in healthcare workers and coordinate on mitigation strategies for COVID-19. This is accomplished through the Emergency Operations Center meetings as well as the Mono Inyo Health Care Coalition meetings. This grant will be used to maintain coordination with facilities to monitor and implement mitigation strategies in high-risk health care facilities.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 4 - Milestone 2	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
	Planned Activity (Provide a title for this milestone)	Monitor healthcare worker infections
	Implementation Plan (Bulleted items or brief sentences)	Inyo works closely with infection prevention staff at hospital, SNF, and other healthcare facilities to monitor health care workforce infections. This is accomplished through the Emergency Operations Center meetings as well as the Mono Inyo Health Care Coalition meetings. This grant will be used to maintain coordination with facilities to monitor health care workforce infections, and to isolate and control additional exposures. This grant will be used to supplement PPE supplies, if needed.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 4 - Milestone 3	Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.	
	Planned Activity (Provide a title for this milestone)	Monitor and help implement mitigation strategies for other high-risk employment settings
	Implementation Plan (Bulleted items or brief sentences)	Inyo public health works closely with the Inyo County Sheriff's Department and Probation Department to develop and implement protocols to mitigate potential COVID-19 exposure in the jail and limited-use juvenile facility. This grant will be used, if needed, to provide PPE and other supplies to reduce workforce and resident exposure in these facilities.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 5 - Milestone 1	Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).	
	Planned Activity (Provide a title for this milestone)	Monitor Connected Jurisdictions
	Implementation Plan (Bulleted items or brief sentences)	Inyo County maintains situational awareness of connected jurisdictions via a few sources: 1) Inyo County Emergency Operations Press Releases and website, Yosemite Gateway Coordination Team Epi Surveillance Unit Reports which include Merced, Madera, Mono, Mariposa, and Tuolumne Counties, Southern Nevada Health Care District (Clark County NV), and daily situational briefings from Region VI RDMHS. Statewide and national case rates are being monitored and reported on the Inyo County COVID-19 website weekly. Inyo County does not have a commercial airport.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 6 - Milestone 1	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	Healthcare System Capacity
	Implementation Plan (Bulleted items or brief sentences)	Public Health collaborates with medical facilities in Inyo County to assess and monitor availability of critical care staff, PPE, essential equipment, and testing supplies. This is accomplished through the Emergency Operations Center meetings as well as the Mono Inyo Health Care Coalition meetings and daily monitoring of CHA Smartsheet data. Inyo County submits resource requests to the California Department of Public Health and CalOES for needed personnel and supplies as needed.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 6 - Milestone 2	Activity 6: Work with healthcare system to manage and monitor system capacity.	
	Planned Activity (Provide a title for this milestone)	eCR Data Use for Mitigation Efforts
	Implementation Plan (Bulleted items or brief sentences)	The eCR data is used to monitor morbidity/mortality rates and the health of the community, and inform decisions for the delivery of public health services and COVID-19 mitigation efforts.

	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County has sufficient capacity and this grant will help maintain current levels of service during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 7 - Milestone 1	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
	Planned Activity (Provide a title for this milestone)	Understanding of High-Risk Populations
	Implementation Plan (Bulleted items or brief sentences)	Inyo County had identified two primary high-risk populations in Inyo County, the adult Hispanic population and those over the age of 65. While the Hispanic population is 28% in Inyo County, local case data shows that 62% of Inyo County's positive COVID-19 cases are Hispanic adults. This rate shows the disparity of health for our local Hispanic/Latino adult population, many of whom are uninsured, low-income, and/or have limited English proficiency. The second high risk population are individuals 65 and older, who are at high-risk for severe illness, complications, and death from COVID-19. Medicare recipients/older adults in Inyo often face challenges in accessing care due to limited transportation, distance to travel for services, and limited availability of specialty care.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County will use this grant to expand outreach to Hispanic and older adult populations. This grant will help maintain understanding the needs of high risk populations during the course of the pandemic.
	Expected Achieve By Date (select from drop down)	March 2022

Activity 7 - Milestone 2	Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.	
	Planned Activity (Provide a title for this milestone)	Monitor COVID Mitigation Measure Violations
	Implementation Plan (Bulleted items or brief sentences)	Numerous COVID mitigation measures have been implemented in Inyo County through statewide orders and local health officer orders. Enforcement capacity is limited, but is currently addressed by EOC, County Counsel, Public Health, Environmental Health, and local law enforcement agencies. Complaints are received through multiple channels, including phone calls, emails, and anonymous web pages. An enforcement team including the County Administrative Officer, County Council, the Sheriff, District Attorney, and HHS/Public Health has been established to monitor and address violations.
	Applicant capacity: What is the current capacity to perform this milestone?	Inyo County does not have sufficient capacity to monitor violations and this grant may be used to help expand the ability

		to enforce state and local orders during the course of the pandemic, if needed.
	Expected Achieve By Date (select from drop down)	March 2022

Budget

Expenditure Type	Expenditure Name	Max # of Hours (if hourly employee)	Monthly Salary/Hourly Range (per budget)	Salary/Hourly Rate	Total % Budgeted	Months Position Budgeted	Original Budget
Office Technician III (project management)	Tina Tillemans			4,895.00	0.05	6	\$ 1,468.50
Total Salaries and Wages							\$ 1,468.50
Total Personnel							\$ 1,468.50
Supplies							
SP- Testing Supplies (specify)	Testing cartridges						\$ 5,000.00
Total Supplies							\$ 5,000.00
Equipment							
Equipment	Rapid PCR machine						\$ 84,531.50
Total Equipment							\$ 84,531.50
Other Costs							
OC - Facilities Operation	Drive through tent/awning						\$ 4,000.00
OC - Other (specify)	Mobile Testing contract						\$ 55,000.00
Total Other Costs							\$ 59,000.00
Total Direct Cost							\$ 150,000.00
Total Budget							\$ 150,000.00

Total not to exceed \$150,000.00.

Reporting

Progress Reports

Progress reports are due quarterly by the 30th/31st of the month following the end of the quarter. Progress report will be emailed by the due date to ELCCCOVID19@helunahealth.org.

Mandatory Grant Disclosures

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
 Tonya M. Jenkins, Grants Management Specialist
 Time Solutions LLC
 Office of Grants Services (OGS)
 Office of Financial Resources (OFR)

Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
pjo6@cdc.gov | 404-498-2399 office

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

ATTACHMENT B

Insurance Coverage Requirements

Local Health Department (and any sub Local Health Department may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

General Liability Insurance

- (a) Coverage on an occurrence basis of all operations and premises, independent Local Health Departments, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.
- (b) The minimum limits of liability under this insurance requirement shall be not less than the following:
 - (i) General Aggregate Limit \$2,000,000
 - (ii) Each Occurrence \$1,000,000

Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

- (b) Workers' Compensation:
 - (i) California Statutory Benefits
- (b) Employer's Liability:
 - (i) \$1,000,000 Bodily Injury each Accident
 - (ii) \$1,000,000 Bodily Injury by Disease – Policy Limit
 - (iii) \$1,000,000 Bodily Injury by Disease – Each Employee

Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

Professional Liability Insurance

Coverage with minimum limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name HELUNA HEALTH and any related entities identified by HELUNA HEALTH as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than \$1,000; (v) provide that thirty (30) days written notification is to be given to HELUNA HEALTH prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to HELUNA HEALTH.

GL1-7442	AI	CERTIFICATE OF COVERAGE	07/31/2020
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<p>Public Risk Innovation, Solutions and Management C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450</p> <p>PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #OC36861</p>	<p>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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>
	<p>COVERAGE AFFORDED A- Public Risk Innovation, Solutions and Management</p>

<p>Member: INYO COUNTY ATTN: AARON HOLMBERG, RISK MANAGER 163 MAY STREET BISHOP, CA 93514</p>	<p>COVERAGE AFFORDED B</p> <p>COVERAGE AFFORDED C</p> <p>COVERAGE AFFORDED D</p>
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Coverages
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate <input checked="" type="checkbox"/> Auto Liability	PRISM 20 EL-05	07/01/2020	07/01/2021	\$1,000,000 \$2,000,000 \$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$100,000

Description of Operations/Locations/Vehicles/Special Items:
AS RESPECTS AGREEMENT BETWEEN INYO COUNTY AND HELUNA HEALTH FOR ELC CARES PROJECT.
HELUNA HEALTH IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

<p>Certificate Holder HELUNA HEALTH 13300 CROSSROADS PKWY. NORTH, SUITE 450 CITY OF INDUSTRY, CA 91746</p>	<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE <i>Gina Dear</i> Public Risk Innovation, Solutions and Management</p>
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GL1-7443	CO	CERTIFICATE OF COVERAGE	07/31/2020
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<p>Public Risk Innovation, Solutions and Management C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #OC36861</p>	<p>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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>
	<p>COVERAGE AFFORDED A- Public Risk Innovation, Solutions and Management</p>

<p>Member: INYO COUNTY ATTN: AARON HOLMBERG, RISK MANAGER 163 MAY STREET BISHOP, CA 93514</p>	<p>COVERAGE AFFORDED B</p> <p>COVERAGE AFFORDED C</p> <p>COVERAGE AFFORDED D</p>
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Coverages
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate	PRISM 20 EL-05	07/01/2020	07/01/2021	\$1,000,000 \$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$100,000

Description of Operations/Locations/Vehicles/Special Items:
AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN INYO COUNTY AND HELUNA HEALTH FOR ELC CARES PROJECT.
COVERAGE INCLUDES ERRORS & OMISSIONS.

<p>Certificate Holder HELUNA HEALTH 13300 CROSSROADS PKWY. NORTH, SUITE 450 CITY OF INDUSTRY, CA 91746</p>	<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE <i>Gina Dear</i> Public Risk Innovation, Solutions and Management</p>
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WC-3057

CERTIFICATE OF COVERAGE

07/31/2020

**PUBLIC RISK INNOVATION,
SOLUTIONS AND MANAGEMENT**

**C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450**
PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:

INYO COUNTY
ATTN: AARON HOLMBERG, RISK MANAGER
163 MAY STREET
BISHOP, CA 93514

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2020	07/01/2021	WORKERS' COMPENSATION: Statutory EMPLOYERS' LIABILITY: \$5,000,000

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN INYO COUNTY AND HELUNA HEALTH FOR ELC CARES PROJECT.

Certificate Holder

HELUNA HEALTH
13300 CROSSROADS PKWY. NORTH, STE 450
CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions and Management

ATTACHMENT C

Required Invoice Template **Draft**

An example of the required invoice template is attached. The invoice template specific to your agency will be provided after the agreement is fully executed.

Invoice Instructions

The invoice template will be updated monthly and provided the third week of month for the previous month.

Monthly invoice template and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.

- Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
- For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

INVOICE

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
(800) 201-7320
ELCCOVID19Invoices@helunahealth.org

Name of Local Health Department _____
 Local Health Department Address _____
 Contact _____
 Telephone # _____
 Email _____

Program Number: _____ Invoice No: _____
 Period Covered: _____ Date of Invoice: _____
 Final: Yes _____ No _____

ITEM	Prior Month Expended	CURRENT EXPENSES	CUMULATIVE EXPENSES	APPROVED BUDGET	UNEXPENDED BALANCE
<u>Non-Heluna Health Personnel Costs</u>					
Position Title	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NON-HELUNA HEALTH PERSONNEL COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Operating Costs</u>					
Line 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Line 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATING COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Please submit only one (1) invoice per month.
 Due Date: Invoice and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.
 Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
 For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the agreement.

Signature _____

Date _____

Printed Name and Title _____

*****Heluna Health Use Only*****

Received on: _____
First Review & Date: _____
Approver & Date: _____
Date Sent to Accounting: _____



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 6, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of September 8, 2020 and September 15, 2020, as well as the September 8 Budget Hearings.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 9/22/2020
Final Approval - 9/22/2020

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: **619398**
Receipt Number: **2649703**
Geographical Code: **1400**
Copies Mailed Date: **September 14, 2020**
Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **SANDOVAL, MARGARITA**
Name of Business: **HUGOS BBQ AND MEIXCAN FOOD**
Location of Business: **310 N MAIN ST
BIG PINE, CA 93513**

County: **INYO**

Is Premises inside city limits? **No** Census Tract: **0005.00**

Mailing Address:(If different from premises address) **PO BOX 430
BIG PINE, CA 93513**

Type of license(s): **41** Dropping Partner: Yes No

Transferor's license/name:

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
41 - On-Sale Beer And Wine - Eating P	ORI	Y			

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	STATE FINGERPRINTS	NA	2	09/14/20	\$78.00
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	09/14/20	\$905.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	09/14/20	\$48.00
41 - On-Sale Beer And Wine - Eat	ANNUAL FEE	NA	0	09/14/20	\$455.00
Total					\$1,486.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: September 14, 2020

Applicant Name(s)

SANDOVAL, MARGARITA

SANDOVAL, ROGELIO LUNA

RECEIVED
2020 SEP 17 AM 8:23
INYO COUNTY
ADMINISTRATIVE SERVICES
1 DIVISION

Commissioners
Eric Sklar, President
Saint Helena

Samantha Murray, Vice President
Del Mar

Jacque Hostler-Carmesin, Member
McKinleyville

Russell E. Burns, Member
Napa

Peter S. Silva, Member
Jamul

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
www.fgc.ca.gov

Notice of Change of Date of Adoption Hearing for

Simplification of Statewide Inland Sport Fishing regulations (OAL Notice Number Z-2020-0707-01)

RECEIVED
2020 SEP 29 AM 9:04
ADVISORY BOARD
OFFICE OF THE ATTORNEY GENERAL

On July 10, 2020, the Fish and Game Commission (Commission) provided notice of its intent to amend sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, 8.10; and add sections 5.84, 5.89 and 7.40, Title 14, California Code of Regulations, relating to Simplification of Statewide Inland Sport Fishing Regulations. The notices were published in California Regulatory Notice Register 2020, 28-Z and appears on the Commission's website at www.fgc.ca.gov.

The date of the hearing relevant to this action has been changed from Thursday, October 15, 2020 to Wednesday, October 14, 2020, at 8:30 a.m. or as soon as the item may be heard. Access for participation in the webinar/teleconference hearing will be posted at www.fgc.ca.gov in advance of the meeting or may be obtained by calling 916-653-4899. Due dates for public comment remain unchanged from that which was noticed.

FISH AND GAME COMMISSION

Jon Snellstrom
Associate Government Program Analyst

Date: September 22, 2020