Agenda

County of Inyo
Board of Supervisors

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

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

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

Public Notices: *(1)* In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). *(2)* If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

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

October 1, 2013

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

CLOSED SESSION

2. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: (ICEA) - Negotiators: Labor Relations Administrator Sue Dishion, and Information Services Director Brandon Shults.

3. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.

4. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.

5. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.

6. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.

7. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***

OPEN SESSION

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

8. ***PUBLIC COMMENT***

9. ***INTRODUCTION*** – Ms. Christie Martindale, Assistant Auditor-Controller; and Ms. Ashlee Alex, Account Technician in the Auditor's Office, will be introduced to the Board.

10. ***WILD IRIS*** – Request Board A) proclaim the month of October, 2013 as Domestic Violence Awareness Month in Inyo County and B) provide Wild Iris the opportunity to honor representatives from the Inyo County Sheriff's Department for demonstrating exemplary service to victims of domestic violence.

11. ***BOARD OF SUPERVISORS – Supervisor Matt Kingsley*** – Request Board proclaim the Week of October 6 through 12, 2013 as Fire Prevention Week in Inyo County.

CONSENT AGENDA (Approval recommended by the County Administrator)

CLERK-RECORDER

12. Request approval of the Contract between the County of Inyo and Kofile Preservation, Inc., for the provisions of preservation and conservation of Official Records, in an amount not to exceed $20,000 for a period ending June 30, 2014; and authorize the Chairperson to sign.

HEALTH AND HUMAN SERVICES

13. ***Health Services*** – Request approval of the Medi-Cal Data Privacy and Security Agreement (PSA) between the California Department of Health Care Services (DHCS) and the County of Inyo; and authorize the Director of Health and Human Services to sign.

14. ***Health Services*** – Request approval of the Agreement between the County of Inyo and California Department of Public Health for the provision of implementing the "Supplemental Nutrition Assistance Program-Education" for the three-year period of October 1, 2013 through September 30, 2016, in the amount of $63,683, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign the Agreement, Agency Capacity & Assurances, Certification Regarding Lobbying, and form CCC-307.

PLANNING

15. Request approval of the Contract between the County of Inyo and HELIX Environmental Planning for the provision of consulting services to help planning staff update the County's General Plan with a Renewable Energy Chapter, provide public outreach services, and prepare a Programmatic Environmental Impact Report, for the period of October 1, 2013 through March 31, 2015, in an amount not to exceed $581,446, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

PUBLIC WORKS

16. Request approval of Amendment No. 4 to the Contract between the County of Inyo and Eastern Sierra Engineering (ESE) for engineering services for the See Vee Lane Extension Project, increasing the Contract by $138,053 to an amount not to exceed $233,474, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

17. Request Board direct William Kanayan Construction and their subcontractor, Intermountain Slurry Seal, Inc., to temporarily close the roads in Independence affected by the Independence Town Roads Rehabilitation Project.

18. Request Board declare Johnstone Supply a sole-source provider of heating, air-conditioning, and refrigeration parts for FY 2013-14; and approve a blanket purchase to Johnstone Supply for parts, in an amount not to exceed $12,000.

ROAD DEPARTMENT

19. Request Board declare United Rentals of Ridgecrest, California, as a sole-source provider of used portable message boards and approve the purchase of two used portable message boards from United Rentals of Ridgecrest in the amount of $14,580 which includes tax and does not include license fees.

20. Request approval to close School Street between Baker Creek Road and Bartell Road, during the morning of October 12, 2013 for the Big Pine Homecoming Parade, as recommended by staff.

SHERIFF'S DEPARTMENT

21. Request Board declare Sun Ridge Systems, Inc., a sole-source provider of support and maintenance services and approve the purchase order to Sun Ridge Systems, Inc., in the amount of $21,688.75, for RIMS annual support services for FY 2013-14.

WATER DEPARTMENT

22. Request approval to purchase 150 gallons of Garlon 4 herbicide and 225 gallons of Improved JLB Oil Plus, with dye, from Silverado Ranch Supply in an amount not to exceed $22,145, including tax.

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

23. ***CHILD SUPPORT SERVICES*** – Request approval of the Lease Agreement between the County of Inyo and IPTV-B-L6-192 for real property described as 126 Old Mammoth Road, Suite 202, for an initial period of three years, with two one-year options, at the rate of $882 per month for the period of October 1, 2013 through September 20, 2016, with a maximum allowed increase of two percent for each of the two one-year options exercised by the County; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

24. ***DISTRICT ATTORNEY*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Deputy District Attorney I-IV exists, as certified by the by the District Attorney, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, authorize hiring off an already established eligibility list of this position; and C) approve the hiring of one Deputy District Attorney I at Range 76 (44,768 - $5,796), II at Range 79 ($5,115 – $6,220), III at Range 82 ($5,503 – $6,681) or IV at Range 85 ($5,919 - $7,195) depending upon qualifications.

25. ***PUBLIC WORKS*** – Request Board award and approve the Contract for Liquid Asphalt Products to Telfer Oil Company, in an amount not to exceed $119,190 for the period of September 18, 2013 through November 30, 2013; and authorize the Chairperson to sign.

26. ***HEALTH AND HUMAN SERVICES – Health Services*** – Request Board ratify and approve the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of Local Public Health Emergency Preparedness, for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed $302,838; and authorize the Director of Health and Human Services to sign the Agreement, the Certification Regarding Lobbying, and the Non-Supplantation Certification form.

27. ***HEALTH AND HUMAN SERVICES – Health Services*** – Request Board approve the Memorandum of Understanding between the County of Inyo and Sierra HOPE for the purpose of assisting Inyo County HIV positive clients in accessing Housing Opportunities for People with AIDS (HOPWA) assistance for short term emergency financial assistance with rent, mortgage or essential utilities, for the period of July 1, 2013 through June 30, 2016; and authorize the Chairperson to sign.

28. ***HEALTH AND HUMAN SERVICES – Inyo County-Growing Older, Living with Dignity Program and ESAAA*** – Request Board authorize the HHS/ESAA Director to implement a purchase order process allowing the County of Mono to purchase approximately sixty-five (65) meals per week from the County of Inyo for eligible older adults living in communities located around the Highway 6 corridor.

29. ***HEALTH AND HUMAN SERVICES – Inyo First 5*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Health and Human Services (HHS) Specialist exists, as certified by the by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply and a current applicant list exists; and C) approve the hiring of one HHS Specialist at Range 53 ($2,779 - $3,380).

30. ***HEALTH AND HUMAN SERVICES – Social Services*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Social Worker exists, as certified by the by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Social Worker I at Range 61 ($3,345 – $4,062), II at Range 64 ($3,590 – $4,363) or III at Range 67 ($3,852 – $4,676) contingent upon qualifications.

31. ***HEALTH AND HUMAN SERVICES – Health Services*** – Request Board A) approve the title change of the existing HHS Clinical Services Director to HHS Deputy Director – Public Health; B) approve the job description and salary range for the HHS Deputy Director-Public Health at Range 88 ($6,370 – $7,740) and C) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the position of HHS Deputy Director – Public Health exists and is budgeted, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one HHS Deputy Director-Public Health at Range 88 ($6,370 - $7,740), effective January 1, 2014.

32. ***HEALTH AND HUMAN SERVICES – Social Services – ESAAA*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of A-PAR program Services Assistant exists, as certified by the by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure a sufficient number of qualified applicants apply; and C) approve the hiring of one A-PAR Program Services Assistant I at Range 39PT ($10.80 – $13.12/hr.) or II at Range 42 PT ($11.55 to $14.05/hr.) depending upon qualifications.

33. ***COUNTY ADMINISTRATOR – Emergency Services*** – Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

34. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

35. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in portions of Inyo County during the month of August, 2013.

36 ***CLERK OF THE BOARD OF SUPERVISORS*** – Request approval of the minutes of the Board of Supervisors Meetings as follows: a) August 27, 2013; B) September 3, 2013; and C) September 10, 2013.

TIMED ITEMS **(Items will not be considered before scheduled time)**

10:30 a.m. 37. ***PUBLIC WORKS – COUNTY ADMINISTRATOR*** – Request Board provide direction regarding the final design of the proposed Consolidated Office Building, with the desired result being consideration for final non-binding approval of the updated Space Plan/Test Fit as outlined in the Design Review process included in the Exclusive Negotiation Agreement with Joseph Enterprises; the Department of Public Works and the Office of the CAO will work collaboratively with the balance of the Project Team to implement all recommendations and return to your meeting of October 15, 2013 seeking non-binding approval of the final Test Fit/Space Plan and updated Term Sheet.

38. ***COUNTY ADMINISTRATOR*** – Request approval of Amendment No. 8 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises, extending the Phase I Expiration Date to November 5, 2013.

11:30 a.m. 39. ***HEALTH AND HUMAN SERVICES – Mental Health Services*** - Request Board A) conduct a ***public hearing*** on a proposed ordinance titled "An Ordinance of the Board of Supervisors for the County of Inyo, State of California, Revising Inyo County Community Mental Health Services Fees" and repealing Ordinance No. 1174; and B) waive the first reading of the ordinance and schedule the enactment for 11:30 a.m., Tuesday, October 8, 2013 in the Board of Supervisors Room, at the County Administrative Center, in Independence.

1:30 p.m. 40. ***NOTIFICATION OF BOARD OF EQUALIZATION MEETING*** *(See separate agenda).*

2:30 p.m. 41. ***PLANNING*** – Request Board receive a presentation regarding staff's preliminary assessment of the Draft Environmental Impact Report for the proposed Southern Owens Valley Solar Ranch project; and provide direction.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

42. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*

43. ***PUBLIC COMMENT***

CORRESPONDENCE - INFORMATIONAL

44. ***TREASURER-TAX COLLECTOR*** – Report of the secured tax delinquency rate within the Southern Inyo Fire Protection District as of June 30, 2013.

PROCLAMATION
OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA
PROCLAIMING THE MONTH OF OCTOBER, 2013
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the family is the base of a safe and healthy community; and

WHEREAS, the Inyo County Board of Supervisors continues to consider the safety and health of their residents of the utmost importance; and

WHEREAS, the physical, financial and psychological impact of domestic violence has devastating, long term effects of our neighbors and community; and

WHEREAS, the epidemic of domestic violence affects all citizens of Inyo County crossing all social, economic, religious, ethnic, geographic, and racial groups; and

WHEREAS, domestic violence is a serious problem in Inyo County; where in the 2012/2013 fiscal year, Wild Iris served 251 victims of domestic violence in Inyo County alone and of those 251 clients, 49 of them were under the age of 18; and

WHEREAS, when even one man, woman, or child is hurt at the hands of someone they trust, it is one too many; and

WHEREAS, it is our responsibility to treat victims of domestic violence with dignity, compassion, and respect;

NOW, THEREFORE BE IT RESOLVED, in recognition of the impact that domestic violence has on the health and wellbeing of our community, it is resolved that the Inyo County Board of Supervisors proclaims October 2013 as Domestic Violence Awareness Month.

NOW THEREFORE BE IT FURTHER RESOLOVED, to reaffirm the commitment of the County of Inyo to take a stand against domestic violence; urge all citizens and employees to engage the resources necessary to protect victims of domestic violence and their families; encourage citizens to becoming familiar with the resources and programs available; and remember the victims of domestic violence, celebrate those who chose to take a stand, and work together to eliminate violence in our families, homes and community.

PASSED AND ADOPTED this 1st day of October 2013, by the Inyo County Board of Supervisors by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: October 1, 2012

SUBJECT: Proclamation declaring week of October 6-12 Fire Prevention Week

DEPARTMENTAL RECOMMENDATION: - Request Board approve a proclamation declaring the Week of October 6 through 12, 2013 as Fire Prevention Week in Inyo County.

SUMMARY DISCUSSION: the Inyo County Fire Chief's Association has requested that the Board proclaim the Week of October 6 through 12, 2013 as Fire Prevention Week in Inyo County. This is the week set aside to promote and highlight the importance of fire prevention, i.e., taking precautions to prevent home cooking fires, the planning, development and practice of home fire escape plan, installation and proper maintenance of smoke alarms, public education, etc. With the number of wild fires in the County, the State and across the West, that have cost the lives of fire fighters, resulted in homes and other structures being damaged and/or destroyed, and destroyed millions of acres of forests, it is important to remind our citizens and residents to remain vigilant of the dangers of fire. This proclamation, along with the public outreach of the County's fire and emergency services is the opportunity to help our citizen's in their fire prevention awareness and preparedness. Therefore, I am requesting our Board approve the proclamation declaring the Week of October 6 through 12, 2013 as Fire Prevention Week in Inyo County.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: - This proclamation was brought forward by the members of the Inyo County Fire Chief's Association.

FINANCING: - There is no fiscal impact associated with this action.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

PROCLAMATION
OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA
PROCLAIMING THE WEEK OF OCTOBER 6 THROUGH 12, 2013
AS FIRE PREVENTION WEEK

WHEREAS, Inyo County is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,500 people in the United States in 2011, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 370,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 156,000 cooking fires annually between 2007 and 2011; and

WHEREAS, two of every five home fires start in the kitchen; and

WHEREAS, unattended equipment was a factor in one-third of the reported cooking fires; and

WHEREAS, 57% of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire

WHEREAS, Inyo County's residents should, in order to help protect themselves, stay in the kitchen when frying food on a cooktop, keep a three-foot kid-free zone around cooking areas, as well as keep anything that can catch fire away from stove tops; and

WHEREAS, residents who have planned and practiced home fire safety as well as a home fire escape plan are more prepared and will be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Inyo County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Inyo County's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2013 Fire Prevention Week theme, "Prevent Kitchen Fires!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen and home fires.

NOW THEREFORE BE IT PROCLAIMED, this 1st day of October 2013, that the Inyo County Board of Supervisors do hereby recognize October 6-12, 2013, as Fire Prevention Week throughout Inyo County, urging the residents of Inyo County to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2013, and to support the many public safety activities and efforts of the County's fire and emergency services.

_____
Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

For Clerk=s Use Only:
AGENDA NUMBER

12

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Preservation and conservation of Official Records

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and Kofile Preservation, Inc., for the provisions of preservation and conservation of Official Records, in an amount not to exceed $20,000, for a period not to exceed 12 months, and authorize the Board Chairperson to sign.

SUMMARY DISCUSSION:

The Recorder's office is one of the very few government agencies that must keep copies of records in their custody in perpetuity. This information is critical for county operations, the general public and other various industries that rely on our record keeping. Although these documents have been around for hundreds of years, most of them are in desperate need of preservation and conservation.

On January 8, 2013, the Inyo County Board of Supervisors approved Kofile Preservation Inc. as a Sole Source Provider for provisions of conservation and preservation of Official Records in the care and custody of the County Clerk/Recorder. This project would be a continuation of previous similar conservation and preservation work performed. This project includes the preservation of the earliest surviving Death Records dating back to 1905 and the indices of Birth, Death and Marriage records dating back to 1897. Since these records are public records, the general public has access to them and regularly uses them for searching and genealogical purposes. If left in their current fragile condition, these records would eventually deteriorate and fade out of existence. The specific records contemplated in this preservation project are as follows:

Index to Births 1897-1972		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital
Index to Births 1973-1983		17 ¾ X 11 ½	Poor	Preservation, microfilm & digital
Index to Deaths 1905-1983		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital
Index to Marriages 1873-1983		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital
Deaths Volume 1	Pages 1-308	8 x 8	Very Poor	Preservation
Deaths Volume 2	Pages 1-125	8 x 8	Very Poor	Preservation
Deaths Volume 3	Pages 1-91	8 x 8	Very Poor	Preservation
Deaths Volume 4	Pages 1-186	8 x 8	Very Poor	Preservation
Deaths Volume 5	Pages 1-194	8 x 8	Very Poor	Preservation
Deaths Volume 6	Pages 1-195	8 x 8	Very Poor	Preservation
Deaths Volume 7	Pages 1-190	8 x 8	Very Poor	Preservation
Deaths Volume 8	Pages 1-200	8 x 8	Very Poor	Preservation
Births Volume 9	Pages 1-21	8 x 8	Very Poor	Preservation

All conservation and preservation services provided by Kofile Preservation, Inc. would be performed at their Carson City, Nevada facility. The contractors have agreed to personally pick-up and deliver the historic record books, decreasing the possibility of further damage in transit.

ALTERNATIVES:

- The Board could decline the request altogether, which would leave these irreplaceable records subject to further deterioration.
- The Board could determine that an RFP be issued on the project. This would result in additional delays, probably beyond this fiscal year, and may not result in a lesser bid price.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no General Fund monies involved. This project will be funded entirely from the Micrographic and System Update funds (023401-5265) which have been collected for this purpose. Funds are available within the 2013-2014 Fiscal Year Budget.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 9/3/13 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes 9/5/2013 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* by KMeagle Approved: yes 9/5/2013 Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/13/2013

AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc
FOR THE PROVISION OF preservation and conservation **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the preservation and conservation services of Kofile Preservation, Inc. of Essex, Vermont (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 Kammi Foote, whose title is: Inyo County Clerk-Recorder. 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, county, 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 June 30, 2014 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 20,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, 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. 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.epls.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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	
Clerk-Recorder Department	Department
PO Drawer F	Street
Independence, CA 93526	City and State

Contractor:	
Kofile Preservation, Inc.	Name
PO Box 8501	Street
Essex, Vermont 05451	City and State

26. ENTIRE AGREEMENT.

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

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc.
FOR THE PROVISION OF preservation and conservation **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

DENNIS CURRAN
Print or Type

Dated: 12th Aug. 2013

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

by K Reade
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc
FOR THE PROVISION OF preservation and conservation **SERVICES**

TERM:

FROM: _____ **TO:** June 30, 2014

SCOPE OF WORK:

1) Using industry recognized archival standards and procedures , perform preservation and conservation work on the following Inyo County records as indicated:

Index to Births 1897-1972		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital
Index to Births 1973-1983		17 ¾ X 11 ½	Poor	Preservation, microfilm & digital
Index to Deaths 1905-1983		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital
Index to Marriages 1873-1983		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital
Deaths Volume 1	Pages 1-308	8 x 8	Very Poor	Preservation
Deaths Volume 2	Pages 1-125	8 x 8	Very Poor	Preservation
Deaths Volume 3	Pages 1-91	8 x 8	Very Poor	Preservation
Deaths Volume 4	Pages 1-186	8 x 8	Very Poor	Preservation
Deaths Volume 5	Pages 1-194	8 x 8	Very Poor	Preservation
Deaths Volume 6	Pages 1-195	8 x 8	Very Poor	Preservation
Deaths Volume 7	Pages 1-190	8 x 8	Very Poor	Preservation
Deaths Volume 8	Pages 1-200	8 x 8	Very Poor	Preservation
Births Volume 9	Pages 1-21	8 x 8	Very Poor	Preservation

2) Maintain a detailed inventory log for each record and volume.

3)Provide access and copies of records upon request within a reasonable time-frame to be determined by mutual agreement between the Inyo County Recorder and Kofile Preservation, Inc.

4)Pick-up and delivery of all records shall be by made personally by either the County Recorders office or Kofile Preservation, Inc. personnel.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc.
FOR THE PROVISION OF preservation and conservation SERVICES

TERM:

FROM: _____ **TO:** June 30, 2014

SCHEDULE OF FEES:

Index to Births 1897-1972		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital	$3,000
Index to Births 1973-1983		17 ¾ X 11 ½	Poor	Preservation, microfilm & digital	$3,000
Index to Deaths 1905-1983		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital	$3,000
Index to Marriages 1873-1983		17 ¾ X 11 ½	Very Poor	Preservation, microfilm & digital	$3,000
Deaths Volume 1	Pages 1-308	8 x 8	Very Poor	Preservation	$1,170
Deaths Volume 2	Pages 1-125	8 x 8	Very Poor	Preservation	$735
Deaths Volume 3	Pages 1-91	8 x 8	Very Poor	Preservation	$450
Deaths Volume 4	Pages 1-186	8 x 8	Very Poor	Preservation	$1,120
Deaths Volume 5	Pages 1-194	8 x 8	Very Poor	Preservation	$690
Deaths Volume 6	Pages 1-195	8 x 8	Very Poor	Preservation	$690
Deaths Volume 7	Pages 1-190	8 x 8	Very Poor	Preservation	$880
Deaths Volume 8	Pages 1-200	8 x 8	Very Poor	Preservation	$910
Births Volume 9	Pages 1-21	8 x 8	Very Poor	Preservation	$255

Total cost not to exceed $20,000

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc
FOR THE PROVISION OF preservation and conservation **SERVICES**

TERM:

FROM: J **TO:** June 30, 2014

Form W-9

Request for Taxpayer
Identification Number and Certification
(*Please submit W-9 form with Contract, available on-line or by County*)

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc
FOR THE PROVISION OF preservation and conservation **SERVICES**

TERM:

FROM: _____ **TO:** June 30, 2014

SEE ATTACHED INSURANCE PROVISIONS

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: OCTOBER 1, 2013

SUBJECT: Approval of the Medi-Cal Data Privacy and Security Agreement

DEPARTMENTAL RECOMMENDATION:

Request that your Board approve the Medi-Cal Data Privacy and Security Agreement (PSA) between the California Department of Health Care Services (DHCS) and the Inyo County Department of Health and Human Services (HHS), and authorize the Director of Health and Human Services to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In July 2007, the California Department of Health Care Services (DHCS) entered into an agreement with the federal Social Security Administration (SSA) that limits access to SSA data to only authorized employees who need it to perform their official duties. The agreement also contains security procedures relating to the protection of Personally Identifiable Information (PII).

The DHCS is now charged with ensuring that its contractors, including all California counties, comply with the requirements of the federal SSA agreement. Inyo County originally entered into a Medi-Cal Data Privacy and Security Agreement with DHCS in 2008. This year, DHCS modified the PSA to add and clarify compliance requirements that all California counties must adhere to.

HHS strives to meet all privacy and security requirements related to the administration of the Medi-Cal program. Additional areas to bring into compliance under the 2013 PSA are listed separately in the attached plan. The HHS and Information Services Departments are working to assess compliance with the updated privacy and security rules, and will mitigate any security gaps discovered.

Items that are particularly difficult to comply with in our current buildings include:

- Information Security infrastructure requirements that require sufficient environmental protection such as cooling, power, and fire prevention and detection. Also, sufficient physical controls in place to protect that data (locked doors). The current HHS server is in a small room at the Grove St. office, and because of inadequate ventilation in that leased building, the door remains open. There is no fire detection equipment in that room.
- Implementing monitored alarm systems for buildings such as 162 Grove St., which has 10 external doors shared by multiple programs, and services that are provided after regular

business hours. These factors make it difficult to ensure the alarm will be set reliably and that the alarm will not be tripped on a regular basis. HHS is currently working with an alarm company to secure internal portions of the building where Med-Cal data is stored.

- Ensuring access to the premises is by official ID when the HHS building at Grove St. has multiple staff entrances.

These challenges and other requirements of the PSA will have implications for current or future building modifications or construction specifications.

ALTERNATIVES:

The Board could choose not to approve the agreement. Failure to enter into the agreement could result in the Social Security Administration revoking access to SSA information that HHS needs to make Medi-Cal Eligibility determinations and assist in the administration of the Medi-Cal program.

OTHER AGENCY INVOLVEMENT:
Information Services, Personnel

FINANCING:
No funding is associated with this agreement.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: 9/13/13 Date:
AUDITOR/CONTROLLER: N/A	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date:
PERSONNEL DIRECTOR: N/A	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date:
INFORMATION SERVICES DIRECTOR:	**INFORMATION TECHNOLOGY AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)* Approved: 9/18/13 Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner by _____ Date: 9-19-13

New or Different requirements under the 2013 Medi-Cal Privacy and Security Agreement (compared to 2008 PSA)

PSA (2013) Section	New Requirement	Notes
II.D.	Conduct a background screening of a County Worker before a County Worker may access DHCS PII. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The County Department shall retain each County Worker's most recent background check documentation for a period of three years.	Background screening is conducted for all Health and Human Services Department employees, prior to employment.
IV.	The County agrees to: A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this agreement. B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.	HHS Management Analyst is designated as the Privacy Officer, and Information Services Director is designated as the Information Security officer
VI. B.	Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/ system security review.	Need to assess compliance. Meeting this requirement can be a challenge in some of our current facilities due to improper ventilation and space.
VI.F.	Patch Management. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches deemed as high risk must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.	The County currently meets the requirement for security patches. However, need to determine if a documented process is in place for installation timeframes.
VIII. B.	Data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII, must include sufficient environmental protection such as cooling, power, and fire prevention, detection, and suppression.	Need to assess compliance. Meeting this requirement can be a challenge in some of our current facilities due to improper ventilation and space.

New or Different requirements under the 2013 Medi-Cal Privacy and Security Agreement (compared to 2008 PSA)

PSA (2013) Section	New Requirement	Notes
VIII. A.	The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.	Need to assess compliance.
VIII. C.	The County Department must have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Medi-Cal PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Medi-Cal data.	Need to assess compliance.
VI.G.	User IDs and Password Controls. All users must be issued a unique user name for accessing Medi-Cal PII. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard: • Upper case letters (A-Z) • Lower case letters (a-z) • Arabic numerals (0-9) • Non-alphanumeric characters (punctuation symbols)	This requirement is more specific than in the 2008 PSA. Need to assess compliance with these standards in all systems used to access Medi-Cal PII.
X.E.	Responsibility for Reporting of Breaches when Required by State or Federal Law. If the cause of a breach of Medi-Cal PII is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.	New section detailing responsibilities of County and DHCS

MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN the California Department of Health Care Services and the County of Inyo, Department of Health and Human Services

PREAMBLE

The Department of Health Care Services (DHCS) and the County of Inyo, Department of Health and Human Services (County Department) enter into this Medi-Cal Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department assists in the administration of Medi-Cal, in that DHCS and the County Department access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the County of Inyo, Department of Health and Human Services workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. "Assist in the administration of the Medi-Cal program" means performing administrative functions on behalf of Medi-Cal, such as determining eligibility for, or enrollment in, or the amount of, public benefits, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.

2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether physical, electronic, or in spoken word or recording.

3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing job functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.

4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's SAWS Consortium, or a contractor, subcontractor or vendor of the County.

AGREEMENTS

NOW THEREFORE, DHCS and County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

A. The County Department workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. Pursuant to this Agreement, County Workers may use Medi-Cal PII only to perform administrative functions related to determining eligibility for individuals applying for Medi-Cal.

C. Access to Medi-Cal PII shall be restricted to only County Workers, who need the Medi-Cal PII to perform their official duties to assist in the administration of Medi-Cal.

D. County Workers, who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department agrees to advise County Workers, who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall:

A. ***Employee Training***. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers,

who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII, including;

1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter, provide ongoing refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII at least annually;

2. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;

3. Retain the most recent training records for a period of three years after completion of the training.

B. ***Employee Discipline***. Apply appropriate sanctions against workforce members, who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. ***Confidentiality Statement***. Ensure that all County Workers, who assist in the administration of Medi-Cal, and use or disclose Medi-Cal PII, sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and the most recent version shall be retained for a period of three years.

D. ***Background Check***. Conduct a background screening of a County Worker before a County Worker may access DHCS PII. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees, who are authorized to bypass significant technical and operational security controls. The County Department shall retain each County Worker's most recent background check documentation for a period of three years.

III. MANAGEMENT OVERSIGHT AND MONITORING

The County Department agrees to:

A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

B. Ensure ongoing management oversight including periodic self-assessments and random sampling of work activity by County Workers, who assist in the

administration of Medi-Cal and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on the Medi-Cal Eligibility Data System (MEDS) usage anomalies for investigation and follow-up.

C. Ensure these management oversight and monitoring activities are performed by County Workers, whose job functions are separate from those, who use or disclose Medi-Cal PII as part of their routine duties.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County agrees to:

A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this agreement.

B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of the County Department facilities where County Workers assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. The County Department shall ensure these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.

B. Issue County Workers, who assist in the administration of Medi-Cal identification badges and require County Workers to wear these badges at the County Department facilities where Medi-Cal PII is stored or used.

C. Ensure each physical location, where Medi-Cal PII is used or stored, has procedures and controls that ensure an individual, who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.

D. Ensure there are security guards or a monitored alarm system with or without security cameras 24 hours a day, seven days a week at the County Department facilities and leased facilities where a large volume of Medi- Cal PII is stored.

E. Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII have perimeter security and access controls that limit access to only authorized Information Technology (IT) staff. Visitors to the data center area must be escorted by authorized IT staff at all times.

F. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies that indicate County Workers are not to leave records with Medi- Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.

G. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. TECHNICAL SECURITY CONTROLS

A. ***Workstation/Laptop encryption***. All workstations and laptops, which store Medi-Cal PII either directly or temporarily, must be encrypted using a FIPS 140-2 certified algorithm 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk.

B. ***Server Security***. Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. ***Minimum Necessary***. Only the minimum necessary amount of Medi-Cal PII required to perform necessary business functions may be copied, downloaded, or exported.

D. ***Removable media devices***. All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128bit or higher, such as AES.

E. ***Antivirus software***. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

F. ***Patch Management***. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary. There must be a documented

patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches deemed as high risk must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. ***User IDs and Password Controls***. All users must be issued a unique user name for accessing Medi-Cal PII. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

H. ***User Access***. Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to Social Security Administration (SSA) data, MEDS, and over the process of issuing and maintaining access control numbers and passwords.

I. ***Data Destruction***. When no longer needed, all Medi-Cal PII must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.

J. ***System Timeout***. The system providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

K. ***Warning Banners***. All systems providing access to Medi-Cal PII must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

L. ***System Logging***. The system must maintain an automated audit trail that can identify the user or system process, initiates a request for Medi-Cal PII, or alters Medi-Cal PII. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Medi-Cal PII is stored in a database,

database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence.

M. ***Access Controls***. The system providing access to Medi-Cal PII must use role based access controls for all user authentications, enforcing the principle of least privilege.

N. ***Transmission encryption***. All data transmissions of Medi-Cal PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and E-Mail.

O. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by a comprehensive intrusion detection and prevention solution.

VII. AUDIT CONTROLS

A. ***System Security Review***. The County Department must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Medi-Cal PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate levels of protection. Reviews should include vulnerability scanning tools.

B. ***Log Reviews***. All systems processing and/or storing Medi-Cal PII must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control***. All systems processing and/or storing Medi-Cal PII must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. ***Anomalies***. Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. ***Emergency Mode Operation Plan***. The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. ***Data Centers***. Data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII, must include sufficient environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. ***Data Backup Plan***. The County Department must have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Medi-Cal PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Medi-Cal data.

IX. PAPER DOCUMENT CONTROLS

A. ***Supervision of Data***. Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Medi-Cal PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors***. Visitors to areas where Medi-Cal PII is contained shall be escorted and Medi-Cal PII shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction***. Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. ***Removal of Data***. Medi-Cal PII must not be removed from the premises of County Department except for identified routine business purposes or with express written permission of DHCS.

E. ***Faxing***. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. ***Mailing***. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this PSA, the County Department agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

A. ***Initial Notice to DHCS***. (1) To notify DHCS **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured Medi-Cal PII in electronic media or in any other media if the PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the SSA. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, notice shall be provided by calling the DHCS ITSD Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "County Use" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. ***Investigation and Investigative Report***. To immediately investigate a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, within 72 hours of the discovery, the County Department shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.

C. ***Complete Report***. To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten working days of the discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, County Department shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

D. ***Notification of Individuals.*** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before notifications are made. DHCS may elect to assign responsibility for such notification to the County Department. In the event

DHCS assigns notification responsibility to the County Department, DHCS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.

E. ***Responsibility for Reporting of Breaches when Required by State or Federal Law***. If the cause of a breach of Medi-Cal PII is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

F. ***DHCS Contact Information***. To direct communications to the above referenced DHCS staff, the County Department shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Agreement to which it is incorporated.

DHCS Program Contract Manager	**DHCS Privacy Officer**	**DHCS Information Security Officer**
Program Integrity and Security Unit Policy Operations Branch Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Telephone: (916) 552-9200	Privacy Officer c/o: Office of HIPAA Compliance DHCS Privacy Office, MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office, MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DHCS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated in to this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements, Guidelines, and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

XII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS

The County Department agrees to enter into written agreements with any agents, including subcontractors and vendors, to whom County Department provides Medi-Cal PII received from or created or received by County Department in performing functions or activities related to the administration of Medi-Cal that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to the County Department with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. The County Department shall incorporate, when applicable, the relevant provisions of this PSA into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department.

XIII. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books, and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Officer and DHCS Information Security Officer in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department at no cost to the County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XV. AMENDMENT OF AGREEMENT

DHCS and the County Department acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this PSA may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department agrees to promptly enter into negotiations concerning an amendment to this PSA as may be needed by developments in federal and state laws and regulations. DHCS may terminate this PSA upon thirty (30) days written notice if the County Department does not promptly enter into negotiations to amend this PSA when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVI. TERMINATION

This PSA shall terminate three years after the date it is executed, unless the parties agree in writing to extend its term. All provisions of this PSA that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department's possession shall continue in effect beyond the termination of the PSA, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department, DHCS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated

immediately by DHCS if the County Department has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PII in accordance with Section VI.I, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is destroyed and DHCS receives a certificate of destruction.

XVIII. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the County of Inyo Department of Health and Human Services,

(Signature)	(Date)
Jean Turner	Director, Inyo County Health and Human Services Department

For the Department of Health Care Services,

(Signature)	(Date)
Toby Douglas	Director
(Name)	(Title)

Exhibit A: Agreement between SSA and CHHS, and Agreement between SSA and DHCS with Attachment "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the SSA." These are sensitive documents that are provided separately to the County's privacy and security office.

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES –Public Health

FOR THE BOARD MEETING OF: OCTOBER 1, 2013

SUBJECT: Agreement between County of Inyo and California Department of Public Health for Nutrition Education and Obesity Prevention Program

DEPARTMENTAL RECOMMENDATION:
Request your Board approve the three year Agreement between the County of Inyo and California Department of Public Health for the provision of implementing the project, "Supplemental Nutrition Assistance Program-Education" in an amount not to exceed $63,683.00 annually, for the period of October 1, 2013, through September 30, 2016, contingent upon adoption of future budgets, and authorize the Chairperson to sign the agreement, Agency Capacity & Assurances, Certification Regarding Lobbying and form CCC-307.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Public Health has been working with the California Department of Public Health on a plan to provide Supplemental Nutrition Assistance Program Education (SNAP-Ed) to eligible low-income adults in Inyo County with the goal of increasing access and consumption of nutritious foods and increasing opportunities for physical activities. The allocation for SNAP-Ed services will be enough to fund part of a full time employee, who would: 1) conduct multi-series nutrition education and cooking classes, 2) conduct activities in support of local healthy foods and beverages, 3) participate in community events, 4) assist in accessing affordable and healthy foods, and 5) participate in the local coalition, Team Inyo for Healthy Kids, in the promotion of childhood obesity prevention. Your board authorized HHS to recruit a full time Prevention Specialist position in August. The Prevention Specialist will provide both SNAP-Ed and dental case management.
A county nutrition plan will be developed in collaboration with Team Inyo in an effort to coordinate nutrition education messages and secure the availability of healthy foods in the target population.

ALTERNATIVES:
Your Board can choose not to sign the agreement which would result in the inability to develop a local SNAP-Ed program and the inability to provide nutritional education to the eligible low-income adults in Inyo County.

OTHER AGENCY INVOLVEMENT:
Health & Human Services/ Social Services, local HeadStart Programs, Inyo County WIC, Elderly Service Centers, Local Farmer's Markets

FINANCING:
100% Federal Funds. This revenue will be brought into the Health Budget (045100) in Federal Other (4552). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: Yes Date: 9/18/13
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: Date: 9/17/2013
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner DE Date: 9/19/13

State of California—Health and Human Services Agency
California Department of Public Health

RON CHAPMAN, MD, MPH
Director

EDMUND G. BROWN JR.
Governor

August 29, 2013

Inyo County Health & Human Services
207 A W. South Street
Bishop, CA 93514
Attention: Ms. Linda Arcularius
Inyo County Board of Supervisors Chairperson

Subject: Agreement Number 13-20289

Dear Ms. Arcularius:

The California Department of Public Health (CDPH) has standardized its contracting procedures and agreement formats. The enclosed agreement is not binding until signed by both parties. No services are to be provided prior to approval, as CDPH is not obligated to make any payment prior to final approval. Expeditious handling of this agreement is appreciated. To help facilitate the expeditious handling of your agreement, please return the required documents by using overnight/express mail.

Required action is noted by each checked/marked item. Return all item(s) to the address identified below:

__X__ By signing the line below, you understand the enclosed agreement is not binding until signed by both parties. No services are to be provided prior to approval, as CDPH is not obligated to make any payment prior to final approval. Return this form to CDPH.

X_____ _____
Authorized Signature Date

_____
Printed Name and Title of Person Signing

__X__ Affix a signature to Page three of the enclosed Grant Agreement, and each additional face sheet. Two Grant Agreement copies must bear original signatures. Return all items to CDPH for further processing. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations and page replacements, if any, must be pre-approved by CDPH and each visible alteration must be initialed by the person who signs the agreement. Signed originals required.

__X__ **Exhibit D, Pages 7-9, Certification Regarding Lobbying**:
Please read this certification. Complete and have certification signed. Return the signed certification (original signature) to CDPH for further processing. Two signed originals required.

____ **Non-Profit Agreements**:
The signed agreements as indicated above must be accompanied by a copy of your organizations 501c(3) Non-profit status letter from the Internal Revenue Service to prove non-profit status.

_X_ **County, City, District, or other local public body Agreements**:
The signed agreement(s) as indicated above must be accompanied by a copy of the resolution, order, motion/minutes, or ordinance of the local governing body, which by law has authority to enter into the proposed agreement, authorizing execution of the agreement. (See Attachment 1 for definitions.)

_X_ Provide documentation of **signatory authority** for the official that is authorized to sign on behalf of your agency. The authority shall be stated in a resolution, order, motion or ordinance or must be provided through a separate official document.

_X_ Go to http://www.ols.dgs.ca.gov/Standard+Language/default.htm and select " Standard Contract Language" from the pick list to locate the Contractor Certification Clause (CCC 307). Read the cited CCC in its entirety. Complete and sign the first page of the cited Certification. Return the first page of the originally signed Certification to the address noted below. Failure to return the appropriate signed CCC will prohibit CDPH from doing business with your Agency. Signed original copy of CCC 307 (first page) is required.

Return all designated materials to the following address:

California Department of Public Health
Nutrition Education and Obesity Prevention Branch
ATTENTION: Monica Regalado
1616 Capitol Avenue, Suite 74.516
Mail Station 7204
P.O. Box 997377
Sacramento, CA 95899-7377

For inquiries regarding this agreement, please contact Monica Regalado at (916)449-5931 and cite the agreement number.

Thank you for your attention to this matter.

Sincerely,

Monica Regalado
Grant Manager
Nutrition Education and Obesity Prevention Branch

Enclosure(s)

Attachment 1

State of California Requirements for a Resolution of Local Government Entity

Where one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body by law having authority to enter into the proposed contract approving an authorizing execution of the agreement except in any instances where performance by the local governmental entity will be complete prior to any payment by the State.

The following definitions apply to original agreements and amendments:

"Resolution" is a formal expressing of the opinion or will of an official body or public assembly, adopted by vote. A valid resolution was passed, sets forth the roll call on the resolution, is signed and approved by the Chairman, and is attested to by the clerk of the governing body.

"Order" is a mandate, command for determination of an administrative body or agency. An order should contain a statement of what is ordered, be dated, and signed and/or approved by an administrative body.

"Motions" or "Minutes of the Meeting" used to satisfy the resolution requirement must show that the motion was passed or accepted and should have the clerk's certification that they are true excerpts.

"Ordinance" is a term used to designate the enactment's of the legislative body of a municipal corporation, which are of a general and permanent nature. If excerpts from codebooks are used, a letter of source documentation should also be submitted.

NUTRITION EDUCATION AND OBESITY PREVENTION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Inyo County Health & Human Services, hereinafter "Grantee"

Implementing the project, "Supplemental Nutrition Assistance Program-Education," hereinafter "Project"

GRANT AGREEMENT NUMBER 13-20289

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a)(b).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the Grantee agrees to create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle. The Grantee will provide nutrition education and conduct nutrition activities to SNAP-Ed eligible families per Health and Safety Code Section 104650-104655.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Sixty-Three Thousand Six Hundred Eighty-Three dollars ($63,683) annually. No funds may be requested or invoiced for work performed or costs incurred after the end date. See Exhibit E, Additional Provisions, Additional Incorporated Documents, Network Local Projects Network for a Healthy California Guidelines Manual, Section II Fiscal, Section 500 Reimbursement Process.

TERM OF GRANT: The term of the Grant shall begin on October 1, 2013, or upon approval of this agreement, and terminates on September 30, 2016.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health, Nutrition Education and Obesity Prevention	**Grantee: Inyo County Health & Human Services**
Attention: Joy Fong, Program Manager	Attention: Linda Arcularius, Inyo County Board of Supervisors Chairperson
Address: P.O. Box 997377	Address: P.O. Drawer N
City, Zip: Sacramento, CA 95899-7413	City, Zip: Independence, CA 93526
Phone: (916) 650-6886	Phone: (760) 873-7857
Fax: (916) 449 - 5414	Fax: (760) 878-2241
E-mail: joy.fong@cdph.ca.gov	E-mail: supervisor_arcularius@inyocounty.us

Direct all inquiries to:

California Department of Public Health, Nutrition Education and Obesity Prevention	Grantee: Inyo County Health & Human Services
Attention: Monica Regalado, Grant Manager	Attention: Tamara A. Cohn, Clinical Services Director
Address: P.O. Box 997377	Address: 207 A W. South St.
City, Zip: Sacramento, CA 95899-7413	City, Zip: Bishop, CA 93514
Phone: (916) 449-5931	Phone: (760) 873-7868
Fax: (916) 449 - 5414	Fax: (760) 873-7800
E-mail: monica.regalado@cdph.ca.gov	E-mail: tcohn@inyocounty.us

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A **GRANT APPLICATION**

The Grant Application provides the scope of work, purpose, task schedule and list of deliverables.

Exhibit A1 **DELIVERABLES FOR LOCAL HEALTH DEPARTMENT GRANTS**

Exhibit B **BUDGET DETAIL**

The approved budget supersedes the proposed budget in the Grant Application.

Exhibit C **STANDARD GRANT CONDITIONS**

Exhibit D **FEDERAL PROVISIONS**

Exhibit E **ADDITIONAL PROVISIONS**

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant

funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

_____
Linda Arcularius, Inyo County Board
of Supervisors Chairperson
Inyo County Health & Human Services

Date: _____

_____
Angela Salas, Chief
Contracts and Purchasing Services
Section
California Department of Public Health

Local Health Department (LHD)

Agency Capacity & Assurances

Agency Capability: Abilities & Assurances

1. By checking the boxes, I am confirming the Agency's ability and willingness to engage in the below listed business practices throughout the duration of the contract/grant:

- ☐ Assume fiscal responsibility for nutrition education activities to insure all activities are reasonable and necessary to accomplish objectives and goals. This includes making records available for USDA review and audit as well as repayment of unallowable costs, if applicable.
- ☐ Target SNAP-Ed population and document income criteria of service recipients as per USDA Guidance.
- ☐ Track and report basic audience demographic information.
- ☐ Invoice for actual costs and maintain fiscal records for review and audit.
- ☐ Program activities are conducted in compliance with all applicable Federal laws, rules, regulations including Civil Rights and OMB circulars governing cost issues.
- ☐ Program activities do not supplant existing nutrition education programs, where operating in conjunction with existing programs, enhance and supplement them.
- ☐ Enter into subcontract agreements, as necessary, to ensure service delivery and scope of work completion. Utilize competitive bid procedures for subcontracts when required.
- ☐ Provide appropriate guidance and oversight to subcontractors to maximize programmatic impact and insure compliance with SNAP-Ed Guidance.
- ☐ Travel freely and unrestricted throughout the LHD jurisdiction, within the region, to State trainings, conferences and required meetings.
- ☐ Work cooperatively and in partnership with the *Network* on regional and statewide initiatives and other issues of emerging importance.
- ☐ Maintain appropriate and distinct documentation and records for activities supported by multiple funding streams.
- ☐ Comply with USDA Supplemental Nutrition Assistance Program (SNAP) Nutrition Education and Obesity Prevention (NEOP) Program regulations, NEOP Guidance or other issued guidelines, policies and assurances, and adapt any programmatic activities and practices accordingly.
- ☐ Insure that all materials developed or printed with SNAP-Ed funds include the appropriate USDA non-discrimination statement, credit to SNAP as a funding source, and a brief message about how CalFresh can help provide a healthy diet and how to apply for benefits as noted in the *Network* Branding Guidelines.
- ☐ Insure messages of nutrition education and obesity prevention are consistent with the Dietary Guidelines for Americans and stress the importance of variety, balance, and moderation.

_____

Contract Signatory signature Date

Linda Arcularius

Print Full Name

For any exceptions to #1, describe the exception(s) to the abilities and assurances, and detail plans to address them to ensure the spirit and expectations of the Scope of Work are fulfilled.

EXHIBIT A

GRANT APPLICATION

LOCAL HEALTH DEPARTMENT SNAP-ED FUNDING OPPORTUNITY
LETTER OF INTENT
FFY 2014-2016 (October 1, 2013 - September 30, 2016)

DUE: April 12, 2013

Send this form by fax or scan and e-mail to:

Fax: (916) 449-5414
Email: supportstaffassignments@cdph.ca.gov

To: Melissa Meade, Chief
Administrative Operations Section
Network for a Healthy California
Nutrition Education and Obesity Prevention Branch
California Department of Public Health

Name:	Tamara A. Cohn
Title:	Clinical Services Director
County Health Department	Inyo
Address:	207 A W. South Street
Telephone:	760-873-7868
Fax:	760-873-7800
Email:	tcohn@inyocounty.us

This serves as confirmation that our local health department intends to participate in the SNAP-Ed funding opportunity. Our department will prepare the appropriate grant documents for this funding opportunity with the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, *Network for a Healthy California.*

Jean Turner — 06/11/13
Signature of Authorized Representative — Date

Jean Turner — Director
Printed Name — Title

Network for a Healthy California
Grantee Information Form

Date Form Completed: June 24, 2013

Organization

This is the information that will appear on your grant agreement cover.

Federal Tax ID # 95-6005445 Contract/Grant# 13-20289
Name Inyo County Health & Human Services
Mailing Address 207 A W. South Street
Street Address (If Different)
County Inyo
Phone 760-873-7868 Fax 760-873-7800
Website

Grant Signatory

The *Grant Signatory* has authority to sign the grant agreement cover.

Name Linda Arcularius
Title Inyo County Board of Supervisors Chairperson
If address(es) are the same as the organization above, just check this box and go to Phone ☐
Mailing Address P.O. Drawer N Independence, Ca 93526
Street Address (If Different) 224 N. Edwards St. Independence, Ca 93526
Phone 760-873-7857 Fax 760-878-2241
Email Supervisor_arcularius@inyocounty.us

Project Director

The *Project Director* is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State *Network* staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.

Name Tamara A. Cohn
Title Clinical Services Director
If address(es) are the same as the organization above, just check this box and go to Phone
Mailing Address 207 A W. South St. Bishop, Ca 93514
Street Address (If Different)
Phone 760-873-7868 Fax 760-873-7800
Email tcohn@inyocounty.us

Network for a Healthy California

Grantee Information Form

Payment Receiver

All payments are sent to the attention of this person at the designated address.

Name: Denelle Carrington

Title: Inyo County Health & Human Services Fiscal Director

If address(es) are the same as the organization above, just check this box and go to Phone ☐

Mailing Address: P.O Drawer H Independence, Ca 93526

Street Address (If Different): 155 E. Market St. Independence, Ca 93526

Phone: 760-878-0246 Fax: 760-878-0266

Email: dcarrington@inyocounty.us

Fiscal Reporter

The *Fiscal Reporter* prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.

Name: Denelle Carrington

Title: Inyo County Health & Human Services Fiscal Director

If address(es) are the same as the organization above, just check this box and go to Phone ☐

Mailing Address: P.O. Drawer H Independence, Ca 93526

Street Address (If Different): 155 E. Market St. Independence, Ca 93526

Phone: 760-878-0246 Fax: 760-878-0266

Email: dcarrington@inyocounty.us

Fiscal Signatory

The *Fiscal Signatory* has signature authority for invoices and all fiscal documentation reports.

Name: Denelle Carrington

Title: Inyo County Health & Human Services Fiscal Director

If address(es) are the same as the organization above, just check this box and go to Phone ☐

Mailing Address: P.O. Drawer H Independence, Ca 93526

Street Address (If Different): 155 E. Market St. Independence, Ca 93526

Phone: 760-878-0246 Fax: 760-878-0266

Email: dcarrington@inyocounty.us

Districts

List the al *numbers* that your organization is under.

	Number
Assembly	26
Senate	8
Congressional	8

1. Description Of Projects/Interventions For Each Project The Following Information Should Be Provided:

Project Title: **Inyo County**
Grant Number: ***13-20289***
Program Area: ***Local Health Department***

a. Related State Objectives.

See State-level objectives

b. Target Audience.

Gender: Male 25% Female 75%

Ethnicity:

- ☐ African American ____%
- ☐ Asian ____%
- ☒ Caucasian 58%
- ☐ Other (specify) ____: ____%
- ☒ Latino 40%
- ☐ Native American 2%
- ☐ Pacific Islander ____%

Languages:

- ☒ English 60%
- ☒ Spanish 40%
- ☐ Arabic ____%
- ☐ Armenian ____%
- ☐ Bosnian ____%
- ☐ Cantonese ____%
- ☐ Farsi ____%
- ☐ Hmong ____%
- ☐ Khmer (Cambodian) ____%
- ☐ Korean ____%
- ☐ Lao ____%
- ☐ Mandarin ____%
- ☐ Russian ____%
- ☐ Tagalog ____%
- ☐ Vietnamese ____%
- ☐ Other (specify)____: ____%
- ☐ Other (specify)____: ____%

Ages:

- ☐ Under 5 years old ____%
- ☒ 5 to 8 10%
- ☒ 9 to 11 5%
- ☐ 12 to 17 ____%
- ☒ 18 to 59 82.5%
- ☒ 60 years old & over 2.5%

c. Focus on SNAP-Ed Eligible.

Income Targeting Data Source:

- ☒ *See attached Census Tract data sheet*
- ☒ *See attached Means Tested Program data sheet*
- ☐ *See attached Free/Reduced Price Meal Percentage data sheet*
- ☐ Other (Specify): ____ (____% equal to or less than 185% FPL)
- ☐ Other (Specify): ____ (____% equal to or less than 185% FPL)

Means-Tested Low Income Assistance Programs (formerly known as Location Based Proxy Sites): *Unless otherwise noted in the instructions, targeting data are not required for approved mean- tested programs. Please check all that apply and indicate the percentage of your target audience(s) at these locations.*

- ☒ CalFresh Offices 15%
- ☐ California Food Assistance Program (CFAP) ____%
- ☐ Commodity Foods Distribution on Indian Reservation (FDPIR) ____%
- ☐ Comprehensive Perinatal ServiceProgram (CPSP) ____%
- ☐ Family Resource Center ____%
- ☒ Food Banks 15%
- ☐ Food Pantries ____%
- ☒ HeadStart 15%
- ☐ In Home Supportive Servies (IHSS) ____%
- ☐ Job Corps ____%
- ☐ Low Income Home Energy Assistance Program ____%
- ☐ MediCal
- ☐ Public Housing ____%
- ☐ Section 8 Public Housing Vouchers (LiHEAP) ____%
- ☐ Shelters/Temporary Housing ____%
- ☐ Soup Kitchens ____%
- ☐ SSI- Supplemental Security Income ____%
- ☒ TANF (CalWORKS) Job Readiness 15%
- ☐ Weatherization Program ____%
- ☒ WIC 15%

d. Project Description.

Key Methods:

- ☒ Advisory Council/Task Force (specify): Team Inyo for Healthy Kids
- ☒ Internet/Web Sites-website address: http://ucanr.edu/sites/Team Inyo
- ☐ Print Media
- ☐ Radio: ____
- ☐ TV: ____
- ☐ Multi-level approaches that include environmental supports
- ☒ Nutrition Education Classes: (24 occurrences at .50 hour(s) each)
- ☒ Community Education Events: (5 occurrences at 6 hour(s) each)
- ☒ Training/Workshop/Conference: (8 occurrences at 1 hour(s) each)
- ☐ Point of Purchase: (____ occurrences at ____ hour(s) each)
- ☐ Other (specify): Farmer's Market (4 occurrences at 1 hour(s) each)

Key Educational Messages: *All messages will align with the Dietary Guidelines for Americans 2010 and MyPlate. Messages will promote Enjoy your food, but eat less; Avoid oversized portions; Make half your plate fruit and vegetables; Switch to fat-free or low-fat (1%) milk; Compare sodium in foods and Drink water instead of sugary drinks.*

Delivery Sites by Type of Setting

_____ Adult Education & Job Training Sites
_____ Adult Rehabilitation Center
2 CalFresh Offices
_____ Churches
1 Community Centers
2 Elderly Service Centers
2 Emergency Food Assistance Sites (includes Food Banks, Food Pantries, and Soup Kitchens)
_____ Extension Offices
1 Farmers Markets
_____ Food Stores
2 Head Start Programs
_____ Individual Homes
_____ Libraries
_____ Other Youth Education Sites (includes Parks and Recreation)
1 Public/Community Health Centers (includes Public Health Departments)
_____ Public Housing
_____ Schools – students (Preschool)
_____ Schools – students (K-12)
_____ Schools – students (Afterschool Program)
_____ Schools - Parents
_____ Shelters/Temporary Housing
2 TANF Job Readiness Program
2 WIC Programs
_____ Worksites
_____ Other (specifiy): _____
_____ Other (specifiy): _____
_____ Other (specifiy): _____

Projected Unduplicate Number of Contacts: 637

Narrative

The health department (LHD) provides nutrition education and obesity prevention services to eligible SNAP-Ed residents in Inyo county. The LHD will promote the 2010 Dietary Guidelines to increase consumption and access to healthy foods and drinks, decrease consumption of and access of less healthy foods and drinks, and increase opportunities and activity levels of physical activity among the SNAP-Ed eligible population.

The LHD will be responsible to: 1) conduct 2 - 5 series nutrition education classes and/or one time classes/workshops for SNAP-Ed eligible individuals in the community; 2) conduct nutrition education activities in support of local and regional healthy foods/beverage education efforts to reach SNAP-Ed eligible individuals in qualifying communities; 3) coordinate local media activities to highlight nutrition and physical activity events, campaigns or accomplishments; 4) conduct community events reaching SNAP-Ed eligible individuals or groups; 5) establish coalitions and partnerships for the purpose of addressing community-specific consensus issues/initiatives impacting SNAP-Ed population.

e. Summary of Research.
See Section A.

f. Modification of Project Methods/Strategies.

☐. Continuing, No adaptation or change in intervention
☒. Project is new

All future modifications will be approved by the Network.

g. Use of Educational Materials.
See attached Master Educational Materials list submitted in State plan Section F.

h. Development of New Nutrition Educational Materials.
No new nutrition educational materials will be developed with Network funds.

i. Key Performance Measures/Indicators. ***(max. 100 words)***

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2. EVALUATION PLANS
All grantees participate in process evaluation per their Scope of Work activities. Grantees must participate in Impact/Outcome Evaluation. Impact/Outcome Evaluation measures the effectiveness of an intervention by assessing behavior change or the factors that directly influence behavior change primarily focusing on nutrition education and obesity prevention.

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3. COORDINATION EFFORTS (MAX. 100 WORDS)
LHD will establish/maintain key partnerships through County Nutrition Action Plan group that meets up to six times per year. The LHD will develop/update a CNAP to 1) enhance collaboration and communication among stakeholder agencies, 2) coordinate nutrition education messages, resources and campaign implementation across FNS programs, and 3) maintain, expand and share CNAP with FNS programs, local partners and external stakeholders in an effort to increase food security in the target population.

Census Tract Data Sheet

All Race/Ethnicity Subgroup											
Type*	**Site Name**	**Address**	**City**	**Zip**	**11 Digit Census Tract**	**Ethnicity ****	**100% FPL**	**125% FPL**	**185% FPL**	**ACS Data Source**	**Notes**
Public/Community Health ctr.	Inyo County Public Health	207 W. South St.	Bishop	93514	06027000400	Hispanic	%	25.2%	73.9%	2010	
Farmers Markets	Bishop	377 W. Line	Bishop	93514	06027000400	Hispanic	%	25.2%	73.9%	2010	
Elderly Services Centers	Bishop Senior Site	506 Park Ave.	Bishop	93514	06027000400	Hispanic	%	25.2%	73.9%	2010	
Elderly Services Centers	Stathum Hall	138 N. Jackson	Lone Pine	93545	06027000800	Hispanic	%	39.9%	63.7%	2010	
Community center	Tecopa Community Center	405 Hot Springs Rd	Tecopa	92389	06027000800	Hispanic	%	39.9%	63.7%	2010	

* Refer to list from Delivery Sites by Type of Setting section on page 3.

** All Races-AR, American Indian or Alaska Native-AI, Asian-AS, Black/African American-B, Native Hawaiian or Other Pacific Islander-NH, Hispanic/Latino-H, White-W, Other Races-OR.

Means-Tested Program Data Sheet

*Type **	*Site Name*	*Address*	*City*	*Zip*	*11 Digit Census Tract*
CalFresh Offices	Inyo County Health & Human Services	920 N. Main	Bishop	93514	06027000400
CalFresh Offices	Inyo County Health & Human Services	380 N. Mt. Whitney	Lone Pine	93545	06027000800
HeadStart	IMACA (Inyo Mono Advocates for Community Action) HeadStart	227 N. Washington	Lone Pine	93545	06027000800
HeadStart	IMACA HeadStart	180 E. Clarke	Bishop	93514	06027000400
WIC	Inyo County WIC	568 W. Line	Bishop	93514	06027000400
WIC	Inyo County WIC	138 N. Jackson	Lone Pine	93545	06027000800
Emergency Food Assistance Site/ Food Bank	Salvation Army	1180 N. Main	Bishop	93514	06027000400
Emergency Food Assistance Site/ Food Bank	IMACA	218 S. Main	Bishop	93514	06027000400
TANF (CALWORKS) Job Readiness	Inyo County Health & Human Services	920 N. Main	Bishop	93514	06027000400
TANF (CALWORKS) Job Readiness	Inyo County Health & Human Services	380 N. Mt. Whitney	Lone Pine	93545	06027000800

*Refer to the list of Means-Tested Programs on page 2.

Budget Coversheet

Prime Grantee Name: Inyo County
Grant Number: 13-20289

	Budget Categories	FFY 13 Total	FFY 14 Total	Difference	% Difference
1	Salaries		$31,828.80	$31,828.80	100.00%
2	Benefits		$21,829.45	$21,829.45	100.00%
3	Operating		$1,400.00	$1,400.00	100.00%
4	Equipment		$0.00	$0.00	0.00%
5	Travel & Per Diem		$2,665.00	$2,665.00	100.00%
6	Subcontractors		$0.00	$0.00	0.00%
7	Other Costs		$3,040.00	$3,040.00	100.00%
8	Indirect Costs		$2,919.75	$2,919.75	100.00%
	Totals:	$0.00	$63,683.00	$63,683.00	600.00%

	Budget Categories	Reason for difference greater than 5%
1	Salaries	
2	Benefits	
3	Operating	
4	Equipment	
5	Travel & Per Diem	
6	Subcontractors	
7	Other Costs	
8	Indirect Costs	

Prime Staffing

Prime Grantee Name: Inyo County

Grant Number: 13-20289

	Position Title *Job Descriptions for each position can be found on the Job Descriptions tab	Position Names	Description of Job Duties: % of SNAP-Ed Time spent on Mgmt/Admin Duties	Description of Job Duties: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	FTEs charged to SNAP-Ed	Total Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Benefits Total SNAP-Ed Salary X Benefit Rate	SNAP-Ed Salary, Benefits and Wages, Federal Dollars only
1	9 Coordinator of Other Program (e.g., Teen program, Healthy Start, etc.)	Melissa Best-Baker	5.00%		0.05	$49,992.00	$2,499.60	68.340%	$1,708.23	$4,207.83
2	6 Community Liaison	Vacant		50.00%	0.5	$43,236.00	$21,618.00	67.465%	$14,584.58	$36,202.58
3	34 Translator	Vacant	0.00%	20.00%	0.2	$38,556.00	$7,711.20	71.800%	$5,536.64	$13,247.84
4					0		$0.00		$0.00	$0.00
5					0		$0.00		$0.00	$0.00
6					0		$0.00		$0.00	$0.00
7					0		$0.00		$0.00	$0.00
8					0		$0.00		$0.00	$0.00
9					0		$0.00		$0.00	$0.00
10					0		$0.00		$0.00	$0.00
11					0		$0.00		$0.00	$0.00
12					0		$0.00		$0.00	$0.00
13					0		$0.00		$0.00	$0.00
14					0		$0.00		$0.00	$0.00
15					0		$0.00		$0.00	$0.00
16					0		$0.00		$0.00	$0.00
17					0		$0.00		$0.00	$0.00
18					0		$0.00		$0.00	$0.00
19					0		$0.00		$0.00	$0.00
20					0		$0.00		$0.00	$0.00
21					0		$0.00		$0.00	$0.00
22					0		$0.00		$0.00	$0.00
	Totals:		5.00%	70.00%	0.75	$131,784.00	$31,828.80		$21,829.45	$53,658.25

Definition and basis for calculations of benefit rate(s): Explanation of benefits: County pays medical insurance in the amount of $472.83 for employee,

Prime Budget Justification

Prime Grantee Name: Inyo County
Grant Number: 13-20289

Operating Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	Months	Total
General Office Supplies	pens, pencils, paper, folders, printer cartridges, etc.	$2.00	10.00	12.00	$240.00
Copier Charges	Routine printing and duplication of nutrition education materials	$0.58	2000.00	1.00	$1,160.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				Total Operating Expenses:	$1,400.00

Equipment Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	FTE	Total
None					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total Equipment Expenses:	$0.00

Prime Budget Justification

Travel and Per Diem

Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Reg. Fee	Other	Total
Coordinator	Sacramento	2	1	3	2	$125.00	$75.00					$1,050.00
Community Liaison	Sacramento	2	1	3	2	$125.00	$75.00					$1,050.00
												$0.00
Community event travel to	Tecopa	1							250.00			$141.25
Mileage around Inyo County for	Inyo County	5							150.00			$423.75
												$0.00
												$0.00
												$0.00
												$0.00
												$0.00
											Total Travel and Per Diem:	$2,665.00

Sub Grant(s)

	Name	Description/Justification	Total
A			
B			
C			
D			
E			
F			
G			
H			
I			
		Total Sub Grant(s):	$0.00

Prime Budget Justification

Other Costs

Budget Item	Description/Justification	Unit Cost	Quantity	Misc	Total
Food Demos Classes	24 classes for 5-10 people (not to exceed $2.50 per person)	$22.50	24.00	1.00	$540.00
Food Demo Supplies	Small appliances for food demonstrations such as: cutting boards,	$1,000.00	1.00	1.00	$1,000.00
Food Demo Events	5 community events - purchase of items to help community sample	$100.00	5.00	1.00	$500.00
Food Demo Events	7 additional events that will be provided throughout Inyo County to eligible	$100.00	7.00	1.00	$700.00
Nutrition Kick-off Event	This event will be highlighting healthy beverage education and officially kick	$300.00	1.00	1.00	$300.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				1.00	$0.00
				Total Other Costs:	$3,040.00

Indirect Costs

Calculation Method	%	$ of Method	Total
Staffing and program are run out of the main Health Budget for Inyo County. The percentage of the staff for	4.63%	$63,042.00	$2,919.75
		Total Indirect Costs:	$2,919.75

Total Budget:	$63,683.00

My AGENCY

Inyo

My POSITION

Clinical Services Director

LHD FFY 2014 Training-Based Travel Worksheet

Based on Proposed FFY 2014 'IN PERSON' Trainings & Locations

Proposed 'In Person' TRAININGS/MEETINGS	NEED or WANT for SNAP-Ed	BASIC or ADVANCED	Preferred LOCATION	# DAYS	# STAFF	Lodging estimate	Airfare estimate	Mileage estimate
Administrative Operations								
Fiscal and Administrative Orientation	☐ NEED ☐ Want	☐ Basic ☐ Advanced	At LHD Site	1	n/a	n/a	n/a	n/a
Leadership & Partnership								
LHD Peer Exchange Mentor Program	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Other	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Media & Communications								
Media Spokesperson SNAP-Ed NEOP	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Media Spokesperson Champions for Change	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Media Spokesperson Rethink Your Drink	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Media Spokesperson CX^3	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Community Based Initiatives								
Community Engagement Engaging Low Income Residents as Leaders	☐ NEED ☑ Want	☑ Basic ☐ Advanced	☐ No. CA ☑ So. CA	1				
Retail & Corner Stores	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Youth Engagement	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Cultural Proficiency In Low Income & Ethnic Communities	☐ NEED ☑ Want	☑ Basic ☐ Advanced	☐ No. CA ☑ So. CA	1				
Other	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Other	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA					
Research & Evaluation								
Impact and Outcome Evaluation	***Network Sponsored***		☐ No. CA ☐ So. CA	1				
CX^3 Tier 1: On-line Mapping	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
CX^3 Tier 2: On the Ground Survey	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA	1				
Meetings & Conferences								
***Network* Statewide Conference** ** Includes 1 day for pre/post training* ** Consider adding for youth track attendees*	***Network Sponsored***		Sacramento Feb 2014	2+1				
NEOP Statewide Collaborative ** Includes 1 day for pre or post training*	***Network Sponsored***		Sacramento Nov 2014	2+1				

My AGENCY: Inyo

My POSITION: Clinical Services Director

LHD FFY 2014 Training-Based Travel Worksheet

Based on Proposed FFY 2014 'IN PERSON' Trainings & Locations

Proposed 'In Person' TRAININGS/MEETINGS	NEED or WANT for SNAP-Ed	BASIC or ADVANCED	Preferred LOCATION	# DAYS	# STAFF	Lodging estimate	Airfare estimate	Mileage estimate
NEOP Statewide Collaborative ** Includes pre or post training*	***Network Sponsored***		Sacramento May 2014	2+1				
CCLHDN Membership Mtg. & Leadership Forum	☐ NEED ☐ Want	N/A	☐ No. CA ☐ So. CA	2				
FANOUT Meetings (Quarterly)	☐ NEED ☐ Want	N/A	Sacramento	4				
Other	☐ NEED ☐ Want	☐ Basic ☐ Advanced	☐ No. CA ☐ So. CA					

My AGENCY

My POSITION

Proposed LHD Webinar Training Topics for FFY 2014

Please check boxes and fill in the blanks to show your needs and preferences

NEED	Want	Don't Want	Basic or Advanced	TRAINING TOPICS (proposed Webinars in FFY14)
				Administrative or Fiscal
☐	☐	☑	☐ Basic ☑ Advanced	Subcontracting SNAP-Ed for LHDs
☐	☐	☑	☐ Basic ☐ Advanced	CDPH Contract Amendments for LHDs
☑	☐	☐	☐ Basic ☐ Advanced	LHD Progress Report Training
☐	☐	☑	☐ Basic ☐ Advanced	Other |
				Evaluation
☐	☐	☑	☐ Basic ☐ Advanced	Geographic Information System (GIS)
☐	☑	☐	☑ Basic ☐ Advanced	Impact and Outcome Training (IOE)
☐	☑	☐	☑ Basic ☐ Advanced	Activity Tracking Form Training (ATF)
☐	☑	☐	☑ Basic ☐ Advanced	Measuring PSE Changes
☐	☐	☑	☐ Basic ☐ Advanced	Other |
				Integrated Initiatives
☐	☑	☐	☐ Basic ☑ Advanced	Community Engagement
☐	☐	☑	☐ Basic ☐ Advanced	Peer to Peer (promotora)
☐	☐	☑	☐ Basic ☐ Advanced	Physical Activity
☐	☑	☐	☑ Basic ☐ Advanced	Policy Systems & Environmental Change
☐	☑	☐	☐ Basic ☑ Advanced	Rethink Your Drink
☐	☐	☑	☑ Basic ☐ Advanced	Youth Engagement
☐	☐	☐	☐ Basic ☐ Advanced	Other |
☐	☐	☐	☐ Basic ☐ Advanced	Other |
				Leadership & Partnership
☑	☐	☐	☑ Basic ☐ Advanced	Community Nutrition Action Plans
☐	☑	☐	☐ Basic ☑ Advanced	Facilitating Collaborative Partnerships
☐	☑	☐	☑ Basic ☐ Advanced	Partnering to Advance Policy
☐	☐	☑	☐ Basic ☐ Advanced	Joint Use Agreements
☐	☑	☐	☑ Basic ☐ Advanced	Strengthening Food Policy Councils
☐	☐	☑	☐ Basic ☐ Advanced	Other |
☐	☐	☑	☐ Basic ☐ Advanced	Other |
				Skills & Tools
☑	☐	☐	☑ Basic ☐ Advanced	Community Toolbox
☑	☐	☐	☑ Basic ☐ Advanced	Food Safety Demonstration

NEED	Want	Don't Want	Basic or Advanced	TRAINING TOPICS (proposed Webinars in FFY14)
				Communications & Media
☐	☑	☐	☐ Basic ☐ Advanced	*Network* Branding & Writing for Low Literacy
☐	☐	☑	☐ Basic ☐ Advanced	Framing a Systems Approach to NEOP
☐	☐	☑	☐ Basic ☐ Advanced	Other |
☐	☐	☑	☐ Basic ☐ Advanced	Other |
				Communities of Excellence - CX³
☐	☐	☑	☐ Basic ☐ Advanced	CX³ Outdoor, Mobile Vending, Food Banks, Emergency Outlets
☐	☐	☑	☐ Basic ☐ Advanced	CX³ - How To Read Your Data
☐	☐	☑	☐ Basic ☐ Advanced	CX³ - How to Use Communications Tools
☐	☐	☑	☐ Basic ☐ Advanced	CX³ - Implementation Plan Strategies
☐	☐	☑	☐ Basic ☐ Advanced	Other |
				Key Channels
☑	☐	☐	☑ Basic ☐ Advanced	Ethnic Communities
☐	☐	☑	☐ Basic ☐ Advanced	Faith Organizations
☐	☑	☐	☑ Basic ☐ Advanced	Health Care Providers
☐	☐	☑	☐ Basic ☐ Advanced	Quick Service Restaurants
☐	☐	☑	☐ Basic ☐ Advanced	Retail & Corner Stores
☐	☐	☑	☐ Basic ☐ Advanced	Worksite
☐	☐	☑	☐ Basic ☐ Advanced	Other |
☐	☐	☑	☐ Basic ☐ Advanced	Other |
				Schools & Youth Serving Organizations
☐	☑	☐	☑ Basic ☐ Advanced	Early Childhood Care & Education Sites
☐	☑	☐	☑ Basic ☐ Advanced	School/Afterschool Initiatives
☐	☑	☐	☑ Basic ☐ Advanced	Safe Routes to School
☐	☐	☑	☐ Basic ☐ Advanced	Youth Engagement
☐	☐	☑	☐ Basic ☐ Advanced	Power Play!
☐	☐	☑	☐ Basic ☐ Advanced	Other |
☐	☐	☑	☐ Basic ☐ Advanced	Other |
				Other
☑	☐	☐	☑ Basic ☐ Advanced	LHD Programmatic Orientation
☑	☐	☐	☑ Basic ☐ Advanced	*Network* for a Healthy California Orientation

My AGENCY

My POSITION

Proposed LHD Webinar Training Topics for FFY 2014

Please check boxes and fill in the blanks to show your needs and preferences

NEED	Want	Don't Want	Basic or Advanced	TRAINING TOPICS (proposed Webinars in FFY14)	NEED	Want	Don't Want	Basic or Advanced	TRAINING TOPICS (proposed Webinars in FFY14)
☑	☐	☐	☑ Basic ☐ Advanced	**Harvest of the Month (HOTM)**	☐	☐	☑	☐ Basic ☐ Advanced	**Other**
☐	☐	☑	☐ Basic ☐ Advanced	**Other**	☐	☐	☑	☐ Basic ☐ Advanced	**Other**

EXHIBIT A1

DELIVERABLES FOR LOCAL HEALTH DEPARTMENT GRANTS

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
NUTRITION EDUCATION AND OBESITY PREVENTION (NEOP) BRANCH
Deliverables for Local Health Department Grants
FFY 2014-2016

GRANT AGREEMENT NUMBER 13-20289

GOAL: Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) participants and those eligible up to 185 percent Federal Poverty Level (FPL) are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the United States Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

Objective 1: Consumption and Access to Healthy Foods - Fruit and Vegetables

Annually, as measured by statewide surveys and other surveillance systems, the percent of eligible Californian adults, teens, and children consuming fruits and vegetables will increase (measured as at least five servings of fruit and vegetables a day, two servings of fruit/day, and three servings of vegetables/day).

Objective 2: Consumption and Access to Healthy Beverages and Reduced Consumption of Unhealthy Beverages

Annually, as measured by statewide surveys and other surveillance systems, the percent of eligible Californian adults, teens, and children consuming low fat/nonfat milk and water will increase and consuming sugary beverages will decrease

Objective 3: Physical Activity and Sedentary Behavior

Annually, as measured by statewide surveys and other surveillance systems, the percent of eligible California adults, teens, and children who meet their respective age-level goals for physical activity will increase and the percent of youth who report watching two or fewer hours of television a day will increase

Objective 4 - Environmental Supports for Nutrition Education

Annually, as measured by policy/systems/environmental change reports, at least 50 percent of local health departments will report successful implementation of one (or more place-based nutrition and physical activity standard(s) or environmental support(s) to nutrition education.

DELIVERABLES/OUTCOME MEASURES: Local Health Departments (LHDs) are required to deliver SNAP-Ed services that use nutrition education, health promotion, and intervention strategies; comprehensive, multi-level interventions at multiple complementary organizational and institutional levels; and community and public health approaches to improve nutrition. To insure that the California Department of Public Health (CDPH) meets its statewide SNAP-Ed objectives, the Local Health Department (LHD) are responsible for meeting USDA assurances and the following checked

deliverables. Deliverables not met will result in a corrective action plan and/or denial or reduction in future SNAP-Ed funding.

Local Health Department Deliverables

Deliverable 1	Three-year nutrition education plan, updated annually, describing evidence-based nutrition education and obesity prevention and evaluation strategies to improve the health of the SNAP-Ed eligible population based on the Social Ecological Model (SEM), and an assessment using ethnicity, obesity, chronic disease and related data for the jurisdiction to be updated annually.	☒
Deliverable 2	Compile data for and report quarterly on educational activities, completing all relevant components on the Activity Tracking Form (ATF):	
	A) The number, SNAP status, age, gender, race/ ethnicity of SNAP-Ed eligible individuals receiving what type of evidence-based direct nutrition education and in what setting. (Note: When this information is not available, report as indirect education contacts as in B) or C) below.)	☒
	B) The number of evidence-based nutrition education and health promotion messages to address SNAP-Ed goals, at least half of which are "Half Your Plate: Fruits and Vegetables" and "Rethink Your Drink".	☒
	C) Community public relations events and community messages promoting healthy foods and beverages and physical activity in SNAP-eligible census tracts and venues.	☒
Deliverable 3	Compile data for and report quarterly on community engagement activities, completing all relevant components on the Activity Tracking Form (ATF):	
	A) Training to service providers, food retailers, SNAP-Ed-eligible families or their representatives ("Champions"), youths and/or groups in SNAP-Ed-eligible venues/census tracts on SNAP-Ed strategies.	☒
	B) Coalitions and partnerships established with USDA-funded and other partners to address community issues, enhance the consistency of food and nutrition messaging and reaching consensus on how best to improve access to healthy foods, beverages and physical activity in the SNAP-eligible community.	☐

	C) "Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention" (CX^3) or other evidence-based community assessment, including a plan for achieving identified changes, and resulting changes produced.	☐
	D) Any presentation to decision makers of CX^3 or other community assessment findings along with (a) proposal(s) for action and an implemented action plan(s) for achieving the identified changes developed through full or modified consensus by community members and partners.	☐
Deliverable 4	As applicable, report on successful implementation of Policy/ Systems/ Environmental Change (PSE) processes, including reach, effectiveness (outcomes), adoption, implementation, maintenance, and challenges faced, means used to overcome them, and next steps. Include copy/description of policy change enacted, system altered and/or photographs of environmental change made to improve access to healthy foods and beverages and to improve opportunities for physical activity.	☐
Deliverable 5	Quarterly Expense documenting all expenses incurred during the quarter with the ability to provide back-up documentation for one quarter's expenses in sufficient detail to allow CDPH to ascertain compliance with USDA grant rules for allowable expenses. Likewise, provide Quarterly Progress Reports describing in detail the program activities conducted during the quarter, and the ability to provide source documentation in sufficient detail to support the reported activities.	☒
Deliverable 6	Evaluation of a minimum series of five nutrition education classes using practice or evidence-based lessons using the *Network's* standard pre/post-test Impact/Outcome evaluation design focused on behaviorally focused outcomes for a specified number of individuals. (Note: Required only for LHDs receiving ≥ $350,000 in the base grant)	☐

EXHIBIT B

BUDGET DETAIL

Budget Coversheet

Prime Grantee Name: Inyo County

Grant Number: 13-20289

	Position Title * Job Descriptions for each position can be found on the Job Descriptions tab		Position Names	Description of Job Duties: % of SNAP-Ed Time spent on Mgmt/Admin Duties	Description of Job Duties: % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	FTEs charged to SNAP-Ed	Total Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Benefits Total SNAP-Ed Salary X Benefit Rate	SNAP-Ed Salary, Benefits and Wages, Federal Dollars only
1	9	Coordinator of Other Program (e.g., Teen program, Healthy Start, etc.)	Melissa Best-Baker	100.00%	0.00%	0.05	$49,992.00	$2,499.60	68.340%	$1,708.23	$4,207.83
2	6	Community Liaison	Vacant	0.00%	100.00%	0.5	$43,236.00	$21,618.00	67.465%	$14,584.58	$36,202.58
3	34	Translator	Vacant	0.00%	100.00%	0.2	$38,556.00	$7,711.20	71.800%	$5,536.64	$13,247.84
4	1	Accountant/Finance	Denelle Carrington	100.00%	0.00%	0.05	In-Kind	$0.00	In-Kind	$0.00	$0.00
	Totals:			200.00%	200.00%	0.8	$131,784.00	$31,828.80		$21,829.45	$53,658.25

Definition and basis for calculations of benefit rate(s):

Explanation of benefits: County pays medical insurance in the amount of $472.83 for employee, $945.66 employee plus one, and $1,229.36 employee plus family; 50% dental with a $1,200 lifetime maximum and 100% vision and life insurance on employee; a deductible reimbursement of $250 for employee and dependent after full deductible is met; If an employee opts out of the insurance the following is paid: $100 per pay period for employee; $200 per pay period for employee plus one; and $300 per pay period for employee plus family. The percentage for benefits is calculated for each employee based on what they are currently receiving.

Budget Coversheet

Prime Grantee Name: Inyo County
Grant Number: 13-20289

Operating Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	Months	Total
General Office Supplies	Pens, pencils, paper, folders, printer cartridges, etc.	$2.00	10.00	12.00	$240.00
Copier Charges	Routine printing and duplication of nutrition education materials	$0.58	2000.00	1.00	$1,160.00
				Total Operating Expenses:	$1,400.00

Equipment Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	FTE	Total
None					$0.00
				Total Equipment Expenses:	$0.00

Travel and Per Diem

Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Reg. Fee	Other	Total
Coordinator	Sacramento - Network Statewide Conference, Snap ED training	2	1	3	2	$40.00	$100.00					$640.00
Community Liaison	Sacramento - Network Statewide Conference, Snap ED training	2	1	3	2	$40.00	$100.00					$640.00
												$0.00
Community event travel to Tecopa	Tecopa	1							250.00			$141.25
Mileage around Inyo County for events	Inyo County	5							150.00			$423.75
											Total Travel and Per Diem:	$1,845.00

Budget Coversheet

Sub Grant(s)

Name	Description/Justification	Total
A None		
	Total Sub Grant(s):	$0.00

Other Costs

Budget Item	Description/Justification	Unit Cost	Quantity	Misc.	Total
Food Demonstration and Samples	Cost is for food and supplies to conduct health cooking demonstrations and provide helath food samples of Network Recipes as part of our required scope of work activities. Cost is calculated at $2 per sample x 1370 samples	$2.00	1370.00	1.00	$2,740.00
Nutrition Kick-off Event	This event will be highlighting healthy beverage education and officially kick off our Snap Ed program - Demo testing of healthy beverages - will need to purchase supplies (cups, napkins, containers, etc.)	$300.00	1.00	1.00	$300.00
				Total Other Costs:	$3,040.00

Indirect Costs

Calculation Method	%	$ of Method	Total
Staffing and program are run out of the main Health Budget for Inyo County. The percentage of the staff for Snap Ed divided by all FTE's in this budget equates to 8%, but we will only be charging approximately 6.97% to this funding source. Indirect charged against salary and benefits in this grant.	6.97%	$53,658.25	$3,739.74
		Total Indirect Costs:	$3,739.74

Total Budget: $63,683.00

EXHIBIT C

STANDARD GRANT CONDITIONS

EXHIBIT C
STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the

provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. GOVERNING LAW: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. INDEPENDENT ACTOR: Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. MEDIA EVENTS: Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. NO THIRD-PARTY RIGHTS: The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. NOTICE: Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. PROFESSIONALS: Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. RECORDS: Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all

amounts received and expended on this Project, including all grant funds received under this Grant;

- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. RELATED LITIGATION: Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

EXHIBIT D

FEDERAL PROVISIONS

Special Terms and Conditions

(For federally funded Grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions

1. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Grantee/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or

tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Inyo County Health & Human Services Name of Grantee	Linda Arcularius Printed Name of Person Signing for Grantee
13-20289 Contract / Grant Number	Signature of Person Signing for Grantee
Date	Inyo County Board of Supervisors Chairperson Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Nutrition Education and Obesity Prevention Program
P.O. Box 997377, MS 7204
Sacramento 95899-7377

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI)*:	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT E

ADDITIONAL PROVISIONS

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011) **http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx**
2. *Network for a Healthy California* Program Letters and any revisions thereto. **http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx**
3. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FFY 2014) **http://snap.nal.usda.gov/snap/Guidance/FY2014SNAP-EdGuidance.pdf**
4. *Network for a Healthy California* Local Health Department Funding Application Packet FFY 2014 – Including all the requirements and Attachments contained therein **http://www.cdph.ca.gov/programs/cpns/Pages/Network-LHDFAP2014.aspx**

2. Cancellation / Termination

A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Grantee may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this agreement or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses

incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

F. In the event of termination, and at the request of CDPH, the Grantee 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 in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this agreement, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the agreement Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the agreement.

3. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

4. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

Exhibit E
Additional Provisions

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

5. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set

forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Program Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Contract with HELIX Environmental Planning for consulting services to help planning staff update the County's General Plan with a Renewable Energy chapter; provide public outreach services; and, prepare a Programmatic Environmental Impact Report.

DEPARTMENTAL RECOMMENDATION:

Approve the contract between the County of Inyo and HELIX Environmental Planning in an amount not to exceed $581,446 for the period between October 1, 2013 and March 31, 2015, for the provision of consulting services to help planning staff update the County's General Plan with a Renewable Energy chapter, provide public outreach services and prepare a Programmatic Environmental Impact Report (PEIR); and, authorize the Chairperson to sign.

DISCUSSION: Assembly Bill 13 X1 (Perez, 2011) provided up to $7,000,000 for specified counties, including Inyo County, to update their General Plans and zoning ordinances to address renewable energy. This grant offer was open to counties located in the Desert Renewable Energy Conservation Plan (DRECP) area; and, subsequent to AB 1255 allowed counties that entered into a memorandum of understanding (MOU) with the California Energy Commission (CEC), consistent with the DRECP Planning Agreement, to be eligible for the funding. On March 26, 2013 the Board approved an MOU negotiated with the CEC, satisfying the eligibility requirements to qualify for the funding.

The CEC issued the Program Opportunity Notice (PON) for Renewable Energy and Conservation Planning Grants, pursuant to AB 1255, and on March 26, 2013 the Board directed staff to prepare a proposal consistent with the provisions set forth by the CEC in the PON. Staff submitted an application by the April 10, 2013 due date, and was awarded a grant (#REN-12-004) on June 12, 2013 to prepare a Renewable Energy General Plan Amendment (REGPA) with a PEIR and conduct public outreach.

Staff sent Requests for Proposals (RFP) to the top five scoring consulting firms (based on a prior advertisement for statements of qualifications (SOQs) from environmental consulting firms) to provide services for the development of the REGPA, public outreach and PEIR. Staff received proposals from three firms: HELIX Environmental Planning; AMEC Environment and Infrastructure, Inc.; and, Hauge Brueck Associates (Hauge Brueck was not one of the firms that sent prior SOQs). A scoring team evaluated and scored the proposals; HELIX Environmental had the highest score of 90 out of 100. AMEC's was 85 and Hauge Brueck's 79. County and HELIX staffs have been negotiating contract terms over the past several weeks that meets both the County's and the CEC's contract requirements. Both parties have agreed to the language included in the attached contract and agree that the

Statement of Work, as agreed to by the County and HELIX can be completed within the budgetary and scheduling requirements.

ALTERNATIVES:

- Do not approve the contract and direct staff to develop the REGPA, PEIR and conduct public outreach in house. Staff does not have the same level of technical expertise as HELIX. This could cause the project to take longer than the timeframe set by the CEC.
- Direct staff to renegotiate the contract. Staff has worked with HELIX to arrive at mutually agreeable contract provisions that also meets the CEC's contract requirements. Additional negotiations could be time consuming and may not be productive.
- Direct staff to reissue an RFP for consultant services. Such an action would take several months, could pose logistical and financial challenges, and may not produce acceptable results.

OTHER AGENCY INVOLVEMENT:

- The California Energy Commission
- Local, regional, State, and federal agencies, and local tribes
- Inyo County Counsel
- Inyo County Auditor
- Inyo County Water Department
- Inyo County Public Works Department

FINANCING: HELIX Environmental will be paid by Planning (023800), Professional & Special Services (5265). Planning will be reimbursed by the CEC pursuant to the CEC and County of Inyo Contract #REN-12-004, June 12, 2013. Expenses and revenues were included in the FY 2013-2014 Requested Planning Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Tempo-Williams Approved: MKW Date 09/16/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 9/18/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 9/20/13

DEPARTMENT HEAD SIGNATURE: Joshua Hart Date: 9/23/13
(Not to be signed until all approvals are received)

Attachments:

- Contract

AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning
FOR THE PROVISION OF Program Environmental Impact Report (PEIR) and Public Outreach **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the PEIR and Public Ooutreach services of HELIX Environmental Planning of Folsom, CA (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from October 1, 2013 to March 31, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $581,446 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

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

(4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

Consultant agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:

Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:

HELIX Environmental Planning, Inc.	Name
11 Natoma Street, Suite #155	Address
Folsom, CA 95630	City and State

25. ENTIRE AGREEMENT.

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

/// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.
FOR THE PROVISION OF Program Environmental Impact Report (PEIR) and Public Outreach **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONSULTANT

By:_____
Signature

Michael Schwerin, CEO
Print or Type Name

Dated: Sept 16, 2013

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

9/18/2013
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M. Bukin
County Risk Manager

23. AMENDMENT.

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

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County of Inyo:

Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

Consultant:

HELIX Environmental Planning, Inc.	Name
11 Natoma Street, Suite #155	Address
Folsom, CA 95630	City and State

25. ENTIRE AGREEMENT.

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

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ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.
FOR THE PROVISION OF PROFESSIONAL **SERVICES**

TERM:

FROM: October 1, 2013 **TO:** March 31, 2015

SCOPE OF WORK:

Please see following for Attachment A: Approach and Work Plan - Scope of Work

Attachment A – Scope of Work

1. Approach and Work Plan

1.1 Project Understanding and Approach

In 2011, Inyo County adopted a Renewable Energy General Plan Amendment (REGPA) to update its General Plan to account for the interest in renewable energy development in Inyo County (County). The County was subsequently sued by the Sierra Club and the Center for Biological Diversity, alleging that the County should have prepared an Environmental Impact Report (EIR) when adopting the REGPA. The Inyo County Board of Supervisors decided that it was in the greater interest of the County to rescind the REGPA rather than engage in the lawsuit.

The HELIX Environmental Planning, Inc. (HELIX) Team will assist the County in creating and adopting the REGPA and will prepare the EIR pursuant to the County's Statement of Work as approved by the California Energy Commission (CEC). Both the REGPA and EIR will identify and evaluate potential renewable energy areas through a process based on community engagement, stakeholder input, and environmental opportunities/constraints. Key consideration will be paid to the location of current and potential future transmission corridors in the County.

Inyo County is home to a diverse public. Engaging the community about renewable energy will require an open and transparent process that provides room for disparate opinions and robust discussions between experts. The contributions made by community members will be essential to refining technical information gathered in the preliminary stages of the project. Stakeholder input gathered through facilitated public workshops will be seriously considered and directly integrated into the REGPA and EIR Project Description during this iterative process.

REGPA Update

The County's General Plan, as it is currently constructed, can do more to embody a comprehensive approach to renewable energy development. Furthermore, the Desert Renewable Energy Conservation Plan (DRECP) provides an opportunity to consider multiple resource objectives when siting renewable energy facilities. Together, the General Plan (inclusive of the REGPA) and DRECP can create a framework to streamline future entitlements for renewable energy facilities to achieve State and national goals for alternative energy resources and reduced emissions.

We understand that County staff will lead efforts to update the REGPA, with assistance, as-needed, from the consultant team. As part of the HELIX Team, Pacific Municipal Consultants (PMC) will lead the effort to assist the County to update the REGPA. Our mutual goals for this effort include:

- Equipping the General Plan to better withstand potential legal challenges by anticipating issues in the proposed EIR and mitigating them, where possible, at the General Plan level,
- Working in tandem with the proposed community engagement effort to vet key aspects of the REGPA early, both within the stakeholder community and with decision-makers, and
- Updating content of the REGPA to incorporate research conducted in an Opportunities and Constraints Technical Study (OCTS), and to address new issues anticipated by the County in the CEC grant proposal.

Community Engagement

While it may not be feasible to expect consensus from all stakeholders, given the diversity of interests and the time available, we will seek to understand and resolve differences and maximize agreement. Facilitated group discussions will be an important part of this process, providing a venue for stakeholders to discuss their opinions and identify common ground that can provide a foundation for compromise. Renewable energy is a complex issue in the County that needs close examination on a very local level due, in part, to the significant percentage of County land held in public trust. Prioritizing stakeholder engagement and investing the staff time necessary to make it meaningful will prepare us to succeed in this challenging process. The HELIX team's approach to stakeholder engagement aims to achieve the following goals:

Strive for a balanced representation of the community in stakeholder input. We believe that good public participation practice requires planning. At the beginning of every process, we conduct an outreach assessment that seeks to understand the County's history with conducting public outreach, both high and low points. Knowing what has worked and what hasn't helps us to refine our approach to our process. We will facilitate a discussion of the existing community of stakeholders, understanding who is actively engaged already and who we may be missing from the list or from past meeting attendance.

Because gathering stakeholder input requires such a significant investment of time and resources, we believe in getting the most out of every opportunity to interact with stakeholders. We recommend reaching out to stakeholders at the beginning of the process to invite them to participate while also surveying these community members about their greatest concerns for the project and asking for their commitment to participate in one interview and one follow-up roundtable discussion. We assume that County staff will communicate directly with stakeholders. PMC will provide assistance with drafting key messages for the project's messaging.

With this understanding of the culture of participation in the County, the project's stakeholder engagement process will be balanced. Discussing stakeholder engagement goals and tools at this early point in the process will provide the road map for an open and transparent process. We care deeply about building trust within the community, and we will apply sound public participation practices to everything we do.

Promote a culture of dialogue and partnership among residents, organizations, and public officials. Our facilitators are neutral parties who ensure that stakeholder discussions are positive and productive environments for the participants. We won't hold a meeting that doesn't have a distinct purpose—we respect and value the time it takes for community members to attend and participate. We believe that diversity of opinion is part of a healthy democratic process, but we don't believe that negativity and intimidation should rule the day. Our meetings provide opportunities for participation to all participants through clear ground rules, smart meeting design, and genuine respect for all opinions shared. We assume that all stakeholder meetings will be attended by a facilitation team comprising a facilitator, a recorder, and one additional member of the project's technical team.

Make both technical information and meeting notices related to the project available in accessible formats, while providing communications and reports that are understandable and timely. Our presentation materials balance the need for clear language and graphics with technical detail, so that participants can engage at different levels. We keep online tools current and provide ample notice of all meetings. We also have a team of graphic artists and Geographic Information Systems (GIS)-mapping technicians, who can create custom graphics and maps tailored to project needs as scoped. Our summary reports, maps, and graphics are easy to understand. We understand the value of closing the feedback loop on public input and always provide concise summaries of stakeholder input to the project's technical team, as well as a complete transcription of the discussions.

Demonstrate explicit consideration and response to public input received during the project process, while treating all interested participants fairly and respectfully. Flexibility in regard to community participation is essential. We will collaborate with County staff to adjust and customize our stakeholder engagement strategy during the initial kick-off meeting. Our philosophy is to bring the most innovative and efficient approach to your project. We believe in an iterative process for community engagement that breeds robust and valuable results. For example, should greater outreach to specific locations in the County be needed, we can work with staff to help leverage materials from past meetings and reports into presentations for local groups. Or, should one of the project's public meetings generate greater interest than expected, we will work with the County to identify additional ways to bring the community into the project. We understand that unique situations require creative approaches, and we are always looking to revisit, revise, and improve as we collaborate with you on this process.

California Environmental Quality Act (CEQA)

A key element of overall work effort on the REGPA is the development of a programmatic level EIR, developed per Inyo County Code Title 15, that provides the following:

Collaboration of the HELIX Team to ensure that the EIR is both legally adequate and meets the intent of being an effective resource for adoption of the REGPA. Contract Manager/EIR Lead Robert Edgerton will coordinate

with the County and the Project Team throughout the EIR preparation process in the proper development of the EIR Project Description, assumptions used in the EIR, project alternatives, as well as quality assurance/quality control (QA/QC) of the document to ensure that expectations are being met.

Programmatic environmental analysis of identified renewable energy areas based on results of the public outreach, environmental constraints, and transmission availability. The HELIX Team will integrate input received during the public outreach effort with environmental/land use constraints as part of the EIR Project Description process. As outlined in Task 4, this environmental constraints document will be developed in the preliminary stages of the REGPA process and it will help guide EIR development.

Disclosure of the significant environmental effects of all aspects of the implementation of the REGPA. We will structure the EIR to demonstrate that key project components (the REGPA, feasible locations of renewable energy areas, and current/future transmission corridors) have been evaluated per the requirements of CEQA.

Streamline subsequent environmental review. While the EIR will be at a programmatic level, the technical analysis will be as detailed as feasible. The EIR structure will provide clear direction on how the EIR will be utilized after initial REGPA approval to streamline future environmental review of subsequent renewable energy projects (e.g., focusing later environmental review to unique aspects of project to be addressed in an Initial Study (IS) and development of a renewable energy environmental checklist for use on later projects).

Informative alternatives analysis. Results of the OCTS will lead the HELIX Team to possible project alternatives. Although the HELIX Team is intimately knowledgeable of the DRECP renewable energy areas located in the County and will take this information into careful consideration, the REGPA EIR will establish independent, viable alternatives based on Inyo County conditions (i.e., disparity between private/public land ownership ratios) developed in concert with County staff.

1.2 Scope of Work/Plan

County staff prepared a detailed scope of work for the REGPA EIR as part of the County's successful grant application to the CEC. Our team reviewed the County's grant application, including the proposed scope of work (SOW), during preparation of this proposal. We propose to follow the SOW, with considerations and exceptions noted in this section. Should the County select the HELIX Team to provide services for this project, we would work with the County to refine the SOW during the contract negotiation process.

1.3 Quality Assurance/Quality Control Plan

The HELIX Team's project management process provides ongoing QA/QC throughout a project. Our priority is providing excellent service to our clients within the boundaries of our project work programs, schedules, and budgets. Each member of the project team commits to high-quality products and professionalism in all of our interactions with staff, elected officials, and stakeholders. Quality of project deliverables implies numerical accuracy, internal consistency, and conformance to specified methods and project performance or operational standards. We also maintain a high level of QA/QC by having senior personnel involved in each aspect of the project work: Principal-In-Charge (Dave Claycomb); Contract Manager/EIR Lead (Robert Edgerton); REGPA Lead (Patrick Angell); Project Renewable Energy Advisors (Susan Lee and Negar Vahidi); and Public Outreach Lead (Nora De Cuir).

HELIX prides itself on preparing legally defensible and readable environmental documents and associated technical documents that meet our client's needs. We employ strict organization, graphic clarity, and document formatting as tools to ensure that environmental documents are easy to navigate and clearly address issues germane to the County. For example, all documents would include the following characteristics:

- Reliable informational organization and a clear hierarchy to facilitate document understanding and review;
- A look, feel, and voice that convey the County's commitment to innovation, service, and transparency;
- A strong portrayal of visual information to communicate existing conditions/environmental setting concepts;
- Easy-to-understand tables and other visuals to increase the accessibility of complex modeling or resource-related information; and
- Consistent mapping gestures and colors to clarify spatial concepts.

In order to ensure further document quality, the following steps of quality check will be conducted collaboratively with all team members:

1. Technical sections of the environmental document and technical studies are reviewed by the team's senior staff member associated with the topic (e.g., biological resources director, cultural resources director, and principal land use planner) for technical accuracy and completeness.
2. After technical sections and studies are approved by the team's senior staff member, they are reviewed by the project management team for accuracy in addressing the specifics of the project, meeting client expectations and compliance with the scope of work.
3. After project management team review, technical sections and studies are reviewed by the HELIX Principal-in-Charge, who reviews for adequacy associated with current CEQA case law and as a set of "clean eyes" since this individual is not directly working on the project.
4. Final review consists of our technical editor, who checks for consistency in use of terms, facts, references, grammar, spelling, and document format.

Task 1. Administration

Task 1 presented in the County's SOW applies primarily to County staff, but the HELIX Team will assist with specific subtasks as noted below. We will follow the County's task numbering for ease of comparison for reporting and budgeting purposes; however, the HELIX Team does not envision having a role in the administration of the County's CEC grant award. For the HELIX Team, Task 1 will consist of the preparation of monthly progress reports submitted to the County and attendance at a project kick-off meeting by key HELIX Team members (i.e., EIR Lead, REGPA Lead, and Public Outreach Lead). In addition, the HELIX Team will assist the County with preparation of the Final Report to assess the project's success in achieving stated goals/objectives. The HELIX Principal-in-Charge or Contract Manager will be available to consult with the County on an informal basis (non face-to-face meetings) during the course of the project.

TASK 1 DELIVERABLES: Attendance at project kick-off meeting with County/CEC in Sacramento by the EIR Lead (Mr. Edgerton) and the REGPA Lead (Mr. Angell). Monthly progress reports in Microsoft Word format.

Task 2. Update Renewable Energy General Plan Amendment

The following subtasks combine our approaches to updating the REGPA and to engaging the community throughout the process.

2.1 Support REGPA Update and Public Outreach

As the REGPA Lead for the HELIX Team, PMC will work with County staff to update the goals, policies, programs, and narrative of the REGPA to incorporate research and mapping conducted in the OCTS (outlined in Task 4) phase of the work program, and to address new issues anticipated by the County in the CEC grant proposal. This effort will include supporting the County with:

- Incorporating mapping/remapping of Renewable Energy Development Areas (REDA) and transmission corridors as identified in the Opportunities and Constraints Technical Study (outlined in Task 4.1),
- Reviewing key findings and strategies from the DRECP,
- Identifying internal consistency with other General Plan elements and external consistency with County codes and ordinances,
- Identifying zoning changes necessary to implement the REGPA, and
- Other enhancements and clarifications.

The need to update any other General Plan elements to reflect the County's renewable energy goals will be identified, and proposed updates included in the work program. The updates will provide a strong, consistent, and comprehensive policy basis for renewable energy streamlining. The new General Plan policies will clarify and ensure that renewable energy projects meeting specified criteria will be a priority use within REDAs. Spatial data prepared under Task 4.1 will be used to prepare maps for public consumption as part of REGPA support and public outreach.

The County will lead preparation of an administrative draft REGPA update with input from the HELIX Team and the public outreach campaign. The REGPA update will be based upon the County's previously prepared "Background Report" (in preparation) and the results of the OCTS (outlined in Task 4).Following the DEIR public review period, the County (with input from PMC) will prepare a final REGPA for Planning Commission and Board of Supervisors consideration in public hearings.

To support the County in the development of REGPA policies, PMC will provide the following assistance:

- A memorandum outlining recommended REGPA policy considerations, based on existing policy direction, best practices statewide, feedback from public outreach process and results of opportunities and constraints analysis.
- A Peer Review of the administrative draft and draft REGPA documents.
- Conference call with County staff to review recommendations for policy considerations and a conference call to review comments on the first draft of the REGPA.

2.2 Conduct Stakeholder Outreach for the REGPA

In support of the stakeholder outreach task for the REGPA Update, PMC will:

- Design the final stakeholder outreach program following the kick-off meeting.
- Collaborate with County staff to identify stakeholders and appropriate stakeholder groups. Anticipated stakeholder groups include industry, agriculture, environmental, and property owners.
- In consultation with County staff, produce and maintain an electronic database of key stakeholders with ongoing updates throughout the process.
- Lead preparation of an interview strategy and questionnaire(s) or survey instrument(s). Assist the County with content or messaging for initial contact to stakeholders. The project team will develop four questionnaires or survey instruments, tailored to unique characteristics of stakeholder types.
- Conduct up to fifteen stakeholder interviews in person or by phone. Interviews will inform stakeholders about the project, encourage participation in planning, and solicit input.
- Facilitate up to four roundtable discussions with a subset of stakeholders. County and other agency boards or commissions will be included in the roundtable discussions, as appropriate. For each roundtable, PMC will provide one facilitator and one recorder. PMC assumes that stakeholder meetings will be scheduled over the course of one week to maximize travel efficiency. Should two rounds of stakeholder meetings be needed, additional travel time can be accommodated on a time and materials basis.
- Conduct three public workshops at various locations in the County, to engage a broad cross-section of the community. PMC anticipates conducting one round of two public workshops at the outset of the project to gather input on overall project issues and opportunities. This first round of workshops would present the same information and opportunity for input at two separate locations within the County on subsequent or nearly subsequent evenings. PMC anticipates a follow up workshop at a later date to present the Draft REGPA an gather input and feedback from the community prior to the hearing process. For each workshop, PMC will provide one facilitator and one recorder. PMC will also provide facilitation materials which traditionally include comment cards, name tags, sign in sheets, flip charts, markets and other supplies to encourage and enable participation. We have budgeted for three workshops; additional workshops may be added through separate authorization by the County and billed on a time and materials basis.
- County will present the results of REGPA stakeholder outreach to the Planning Commission and the Board of Supervisors.
- Prepare a final outreach report with an analysis of findings and recommendations.

Based on the above expectations of the consultant as presented in the RFP, our proposed budget assumes County staff will lead creation of a database of interested stakeholders starting from existing County lists and provide updates to stakeholder groups in addition to those identified in this task. Meeting attendance will be billed on a time and materials basis not to exceed the hours allocated by firm/individual identified in the cost proposal summary table.

2.3 Planning Commission and Board Meetings

PMC will prepare a written report summarizing the results of the public outreach efforts and present the report to the Planning Commission and Board of Supervisors, as needed. PMC staff will attend up to four meetings or hearings before the Planning Commission and Board of Supervisors.

TASK 2 DELIVERABLES: Stakeholder List; attendance at community outreach meetings and County Governments meetings in support of the public outreach effort by the REGPA Coordinator (PMC). All documents will be produced in Microsoft Word format.

Task 3. Notice of Preparation/Initial Study

The HELIX Team will prepare an Internal Screen Notice of Preparation (NOP) and IS (per State CEQA Guidelines Section 15063) using the standard Appendix G Checklist as its basis. The IS will be designed to focus the EIR on relevant topic areas; the NOP will alert public agencies and other stakeholders that an EIR will be prepared. Information gleaned from the OCTS (outlined in Task 4) and the public outreach effort will be incorporated into the IS.

In support of the stakeholder outreach task for the NOP/IS, the HELIX Team will:

- Present the updated REGPA at up to three public workshops, at various locations in the County, to engage a broad cross-section of the community. HELIX Team participants will include Mr. Edgerton, Mr. Angell, Ms. De Cuir, and Ms. Davis-King.
- Prepare summary memo of public input.

TASK 3 DELIVERABLES: Internal Screen and Public Review NOP/IS; Notices for State Clearinghouse, Newspaper(s), County Clerk; Agenda and Presentation Materials for Public Meetings; and Summary Report (notes) from Public Meetings. We assume that approximately 50 hardcopies of the NOP will be printed and distributed by the County via the U.S. Post Office.

Task 4. Screen Draft Environmental Impact Report/OCTS

Task 4 consists of two components: the OCTS and a Screen DEIR (SDEIR).

4.1 Opportunities and Constraints Technical Study

In order to maximize the value of the REGPA, we strongly recommend that the first step be the development of an OCTS. The OCTS is a critical step in ensuring the REGPA can, in fact, streamline both the County's permitting processes and the required CEQA environmental reviews for future renewable energy development within the County. The OCTS would also become a central component of the EIR Project Description and would provide key information necessary to identify potential alternatives. In addition, because of the data gathering and screening effort involved with the OCTS preparation, the study would provide much of the environmental baseline data for the EIR. Because of its value as the basis for EIR preparation, we recommend that this additional task be funded from the existing EIR budget. The steps in preparing the OCTS would be as follows:

*We view the **Opportunities and Constraints Technical Study** as a critical planning tool. It will provide key technical information to guide multiple tasks, including stakeholder engagement, the REGPA, and preparation of the EIR. We have presented our approach and considerations for the study in Task 4.*

- Define County priorities and preferences for renewable energy development.
- Outline key concerns associated with establishing areas within the County suitable for renewable energy development.
- In coordination with Southern California Edison (SCE) and the Los Angeles Department of Water and Power (LADWP), or using its publicly available data on circuit capacity, define potential transmission and distribution line routes that could be used for both connection of the facilities into the power grid (i.e., gen-tie lines) and for regional transmission distribution within the County.
- Define County priorities for generation and transmission siting, including areas to be avoided and areas appropriate for concentrated transmission corridors.
- Develop maps defining generation and transmission alternatives based on County priorities. These areas, to the extent practicable, would be established to provide high-quality renewable energy resource potential,

access to existing or planned transmission and other supporting infrastructure (e.g., roads, water, etc.), and to indicate where environmental impacts can be appropriately managed and mitigated at a programmatic level.

Consideration of Renewable Energy Development on Public Lands

While we are aware that the County has limited input on development of renewable energy projects on federal public lands (U.S. Forest Service [USFS], U.S. Bureau of Land Management (BLM), etc.), we recommend that the OCTS review the locations identified by the DRECP as public lands with renewable energy development potential. This is important for the County because of the very high percentage of public lands in Inyo County and the likelihood that renewable generation will be sited on these lands. As a result, there would almost certainly be transmission lines crossing from public onto private lands, and the County may want to be prepared to weigh in on transmission corridor locations within its jurisdiction to help plan for, and to avoid, any future conflicts with County planning efforts on private lands.

Defining Renewable Energy Development Areas

As the HELIX Team Lead on the OCTS, Aspen Environmental would define REDAs using the following steps:

- REDAs would be individually established and mapped by renewable resource type (e.g., solar and wind) for areas under jurisdiction of the County. Likely REDAs would be defined at a broader level for public lands.
- The opportunities and constraints within each individual REDA would be listed and described. In addition, each REDA will be ranked based on its renewable development potential (i.e., the level and intensity of potential environmental constraints, opportunities for renewable technologies such as wind or solar).
- REDAs would be preliminarily developed and then vetted through stakeholder outreach. Our team would assist County staff in identifying key stakeholders (i.e., public agencies, non-profit organizations, community groups, tribal representatives, and individuals) for preliminary public outreach and early input into the identified REDAS. REDAs would be defined based on GIS to identifying sensitive natural communities, species, and resources that must be protected in conjunction with geographical areas providing the environmental resources (e.g., sun, wind, geological formation, etc.) and transmission or distribution availability necessary for renewable energy electrical generation.
- Early development of REDAs would allow for a more detailed and efficient environmental analysis within the REGPA and associated EIR, thus encouraging streamlined permit processes and mitigation applicability for future renewable energy projects.

Defining Transmission Corridors

- Establishing REDAs on private lands creates an opportunity to encourage clustering of renewable energy projects in a way that can improve transmission infrastructure planning. Based upon the locations of County-identified REDAs, preferred transmission corridors would be defined considering existing and feasible utility and road rights-of-ways (ROWs), the presence of sensitive viewsheds and other resources, and existing and feasible substation locations.
- Definition of Transmission Corridors would also consider known and expected conventional power plant development within the County, as well as power generation facilities in adjacent counties whereupon transmission may enter or bisect Inyo County.
- Aspen is fully familiar with data sources for transmission information, having prepared the EIR/Environmental Impact Statements (EISs) for SCE's proposed Tehachapi area transmission lines. In addition, Aspen has worked closely with the utilities to help develop the transmission scenarios for the DRECP EIR/EIS (in progress). The relationships and processes that have been developed in those projects will benefit the County's process because our team knows the individuals and the systems that they use for tracking transmission demand.

Environmental and Socioeconomic Considerations of REDAs and Preferred Transmission Corridors

- The identification of REDAs with high renewable energy values will be sited to reduce environmental resource conflicts. This enables the Program and EIR to establish clear standardized requirements and programmatic future renewable energy project mitigation measures.

- Biological resources, cultural resources, land use (including agriculture), aesthetics, mineral resources, geology, and surface water are among, but not limited to, the critical environmental issue areas to be considered during the establishment of REDAs and preferred transmission corridors. Also critical in considering environmental constraints would be socioeconomic and fiscal factors related to renewable energy development within the County.

Data Sources

- The OCTS would use existing public information sources (e.g., GIS data from Renewable Energy Transmission Initiative [RETI] and DRECP) to define renewable development areas, enhanced based on consultation with relevant utilities (SCE and LADWP) for details on transmission systems.
- Information on renewable energy potential from the National Renewable Energy Laboratory would be used as a basis for defining areas with potential for renewable energy development.
- Data on potential renewable generation focus areas would be gathered from the RETI and from the published DRECP Alternatives (December 2012).

4.2 Screen Draft Environmental Impact Report

The SDEIR will be a Program EIR that shall contain the requisite components of an EIR, including an Executive Summary, Introduction, and Project Description as outlined in the CEQA Guidelines Section 15168. The Project Description will discuss the goals and objectives and describe the major features of the project. In order to assure that the analysis accurately reflects all aspects of the proposed project, the HELIX Team will work closely with the County in the early stages of the SDEIR.

Project Description

The EIR Project Description will be based on the information gathered during preparation of the OCTS and will rely on maps developed for the OCTS and data gathered during the update to the REGPA. OCTS data will be used to assist in selecting the most appropriate REDA that meet the County's goals. The Project Description will include a background section describing the goals of the CEC grant and the purpose of the proposed REGPA including: (1) identifying appropriate means to develop renewable resources; (2) providing that social, economic, and environmental impacts are minimized; (3) offsetting the costs to the County and lost economic development potential; (4) mitigating economic effects; (5) working to protect military readiness; and (6) considering conversions of lands utilized for agriculture, mining, and recreation. The Project Description will also describe the siting criteria for renewable energy projects. The opportunity and constraints, siting criteria, and the project objectives will later be used to define alternatives to the proposed project.

Alternatives

After the Proposed Project has been defined, in consultation with County staff, we will consider alternatives. Alternatives would be based on County input, as well as stakeholder input and will be developed based on the need to avoid or reduce the potentially significant impacts identified for the proposed project. At a minimum, we anticipate a high renewable energy development alternative and a low renewable energy development alternative. Other potential alternatives could focus the renewable development primarily on public or private lands. A No Project Alternative would be defined. The mapping exercise that would define REDAs could be used to define alternatives as it will help define which locations are more appropriate for renewable development.

Cumulative Scenario and Impact Analysis

An EIR must discuss cumulative impacts if the incremental effect of a project, combined with the effects of other projects is "cumulatively considerable." Such incremental effects are to be viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. Together, these projects comprise the cumulative scenario which forms the basis of the cumulative impact analysis. Both the severity of impacts and the likelihood of their occurrence are to be reflected in the discussion, but the discussion need not provide as great detail as is provided for the effects attributable to the project alone.

For this project, we recommend working with the County to develop a list of past, present, and probably large-scale future projects while also looking at the development trends identified in the County planning documents, such as Northland Power (Independence) and LADWP Solar Ranch. Large projects that have recently undergone environmental review, such as the Hidden Hills Solar Electric Generating System, would provide a useful starting point to identify individual projects both in Inyo County and potentially in Nevada that would contribute to cumulative effects. The cumulative analysis shall include projects to be located on non-public lands. Other planning documents, such as the DRECP, would also be considered in the cumulative effects analysis in so far as they may help define future land use patterns in the County. Each area of concern (e.g., agriculture, land use, etc.) will be addressed in its own section and will contain the five major components: Introduction; Affected Environment (including Existing Conditions and Regulatory Framework); Thresholds and Methodology; Impact Analysis/Mitigation Measures; and Cumulative Impacts/Mitigation Measures. This scope anticipates the integration of all individual areas of concern directly into the EIR (rather than preparation of stand-alone technical reports).

Aesthetics: This section of the EIR will evaluate whether implementation of the project could result in significant alterations to viewsheds, visual character, and lighting and glare conditions of the County. This will consist of reviewing current County policies and code provisions, as well as those policies supported by the BLM and/or USFS that address aesthetic issues. The extent of potential aesthetic impacts will be described based on the conclusions of previous solar project EIRs in the County, as well as the HELIX team's experience with renewable energy facilities. Mitigation measures will be identified to the maximum extent feasible.

Agricultural Resources: This section of the EIR will evaluate whether implementation of the project could result in adverse impacts or loss of agricultural resources (temporary and permanent) in the County. This will consist of reviewing current County policies and code provisions that address these resources, as well as applicable state and federal provisions. The extent of potential resource loss will be identified, as well as the extent of potential conflict with agricultural operations based on consultation with the County and agricultural stakeholders. Mitigation measures will be identified, potentially including requirements for the reclamation of renewable energy sites to allow for unrestricted agricultural use.

Air Quality: Air quality impacts are anticipated to be limited to construction-related emissions. The EIR will identify current ambient air quality conditions of the County and will review and identify applicable federal, state, Great Basin Unified Air Pollution Control District and County policies and regulations. The extent of potential air quality impacts will be described based on the conclusions of previous solar project EIRs in the County, as well as the HELIX Team's experience with renewable energy facilities regarding typical construction air quality impacts and the limited extent of operational air quality impacts. Mitigation measures will be identified to the maximum extent feasible.

Biological Resources: The extent of the project to potentially impact biological resources will be a key issue to be addressed in the EIR. A summary of important biological resources (habitats, known locations of special-status species, movement corridors) will be mapped and provided in the EIR. Spot field review of the REDAs will be conducted after completion of landscape mapping. Consultation with California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) will occur during the EIR preparation process. The extent of potential impacts will be described based on the conclusions of previous solar project EIRs in the County, as well as the HELIX Team's experience with renewable energy facilities. Mitigation measures will be identified.

Cultural Resources: Key cultural resources issues are best identified by involving tribes early and often at all stages and by gathering site-specific information for the recommended REDAs. SB18 involves formal consultation with the potentially affected tribes. Outreach with Native American representatives will be conducted to obtain information regarding important historic and prehistoric sites. The individuals interested in being stakeholders are not always the same individuals who must be contacted for SB18 consultation. We recommend that affected tribes be added to the list of groups that should be approached during stakeholder outreach. Coordinating with tribes is best done face-to-face.

Our approach involves using information gathered from the Eastern Information Center at University of California, Riverside to identify areas in the County that are sensitive for cultural resources and predict where unidentified sensitive areas might be located. The information required for a programmatic analysis is not available in existing GIS data, and so an in-person visit to this repository would be required. It should be noted that the locations of specific

cultural resources are confidential, and we assume that the County does not have these data, however, at the programmatic level, this detail is not necessary. The approach and estimated hours for cultural resources tasks assume a programmatic analysis, thus, no site-specific work is assumed in the proposal.

While the protocol of conducting SB18 consultation is straightforward, the actual consultation process is not. Some Tribal groups may wish to retain their governmental position and consult only with the Board of Supervisors on a government-to-government basis, while others may not elect to participate at all. To assist with the SB18 consultation effort, our team proposes to an early contact with Tribal groups to discuss the nature of the project, its scheduling and the specifics of anticipated actions. Such contact would be documented and would support the SB18 consultation efforts.

Once the initial contact letters are sent by Inyo County, the Tribes have 90 days to respond to say whether they are interested in consulting or not. Working with the Tribes during the scoping effort should provide a greater responsiveness on the part of the Tribes. Our team would follow through via e-mail and telephone with the Tribes during this 90-day period to encourage Tribal response and to find out if they wish to be stakeholders in the process. Our goal would be an early notification from each group as to their desire to consult. Once the Tribes notify the County that they wish to consult, direct interaction with Tribal representatives begins. Tribes have an unspecified time to consult with the County regarding their concerns. We would continue to represent the County's interests in identifying concerns and issues during the effort.

Programmatic documents such as the proposed General Plan Amendment are often aided by preparation of agreement documents with the Tribes. Such documents may lay out the terms of interaction and protocols between future project proponents and the Tribes to insure more timely environmental analysis and review. This is not required, but often leads to more streamlined projects in the future. Tribal outreach effort shall include initial contact with the Native American Heritage Commission; initial consultation with Tribal representatives in an attempt to garner cultural information; attend public scoping meetings and/or meet with Tribal liaisons to identify concerns or interest in the project; and elicit correspondence from Tribal groups summarizing their position on the project.

Geology and Soils/Mineral Resources: The EIR will provide mapping and technical information on geologic and seismic stability of renewable sites and transmission corridors including information on soil conditions. This will also include identification of important mineral resource sites. We will review and identify applicable federal, state, and county policies and regulations regarding geologic resources. Mitigation measures will be identified.

Greenhouse Gases/Climate Change: The proposed project would benefit the County and state efforts to reduce greenhouse gas (GHG) emissions by providing a renewable energy generation. The EIR will identify potential construction-period GHG emissions, as well as the potential for GHG emission reductions due to renewable energy production. This will also include an evaluation of whether the renewable sites could be exposed to hazards from the future effects of climate change.

Hazards/Hazardous Materials: The extent of the REDAs to result in or be exposed to hazards/hazardous materials will be a factor that will be addressed in the EIR. The EIR will identify and map both natural and man-made hazards (e.g., wildland fires, hazardous materials/contamination, airport overlay zones). We will review and identify applicable federal, state, and County policies and regulations. Mitigation measures will be identified.

Hydrology and Water Quality: The extent of the renewable energy sites to impact surface water features and groundwater will be a factor that will be addressed in the EIR. The EIR will identify and map surface and groundwater resources of the County. We will consult with the County's Water Department Director and service providers regarding the condition of water resources, as well as current water quality and efforts to improve/protect water quality. This will include identification of land areas where groundwater resources are limited and additional demand may result in overdraft concerns. We will review and identify applicable federal, state, and County policies and regulations (e.g., implementation of National Pollutant Discharge Elimination System permit requirements to protect water quality). Mitigation measures will be identified.

Land Use and Planning: This section of the EIR will address whether the project and development of the REDAs would result in conflicts with the County General Plan and associated plans that could result in physical impacts to

the environment. This will also include identification of any land use conflicts associated with an REDAs proximity to an adjacent land uses. We will review and identify current County policies and code provisions that address compatibility, as well as applicable state and federal provisions. Mitigation measures will be identified.

Noise: Noise impacts are anticipated to be limited to construction-related emissions, but operational noise impacts do vary depending on the renewable energy facility type (e.g., wind facilities do generate operational noise that can cause impacts). The EIR will generally describe the existing ambient noise conditions of the renewable energy sites (no formal noise monitoring is proposed at this time). We will review and identify current County noise standards and policies. The extent of potential noise impacts will be described based on the conclusions of previous solar project EIRs in the County, as well as the HELIX team's experience with renewable energy facilities regarding typical noise impacts. Mitigation measures will be identified.

Population and Housing: The project is not expected to result in any significant changes to population or housing in the County. Thus, this issue will likely be identified in the IS as not likely to be significant; depending in part upon the outcome of the socioeconomics analysis, and it will not be addressed in detail in the EIR.

Public Services/Recreation/Utilities: As noted in the scope of work, the HELIX Team will identify where transmission facilities and associated capacity is available for utilization by the project. The EIR will also address potential public service and utility demands of the renewable energy sites (i.e., fire protection, law enforcement, water supply) based on consultation with applicable service providers. Potential conflicts with existing and planned recreation uses and activities will also be identified. Mitigation measures will be identified.

Socioeconomics: To determine the socioeconomic baseline conditions for the EIR, population, employment, housing, and fiscal data would be obtained from the 2010 US Census California Department of Finance and other demographic data available from the County. In addition, the HELIX team has access to the DRECP's data including GIS data layers. This information can be used to develop the socioeconomic setting. We will also rely on the County's Renewable Energy Ordinance (ICC Title 21) for guidance.

Due to the programmatic nature of the REGPA, the EIR socioeconomic analysis will discuss typical socioeconomic impacts associated with the siting of renewable energy facilities and the associated necessary transmission infrastructure development within the County. While such development would occur on a significant amount of land not under jurisdiction of the County, the socioeconomic analysis will focus on the overarching nature of socioeconomic impacts, the influence renewable energy development has on outlying communities and services, as they relate to Inyo County economics, services, and its population.

Specific locations of the REDAs and related transmission infrastructure are not always directly applicable to socioeconomics, because socioeconomics analysis is based on social factors and resources within developed communities that serve and are influenced by these projects. For a programmatic approach, the PEIR would focus on Inyo County communities with the potential to be directly impacted by renewable energy projects. However, further analysis of REGPA siting details could include smaller communities assumed to support construction of future rural renewable projects. The influence of worker in-migration and future project development will be analyzed against key socioeconomic resources such as short-term and long-term housing availability, available workforce, and direct and indirect economic stimulus from project spending, as these would occur within these communities under Inyo County jurisdiction. Furthermore, County public services and lands (e.g., fire, police, park, schools) would serve any population in-migration to these communities from construction and operation of future projects, and also would likely serve project sites themselves (i.e., emergency response).

Based upon programmatic level acreage, type, and intensity (i.e., megawatt [MW] output) of renewable energy project development under the REGPA, the HELIX Team would utilize the Jobs and Economic Development Impact economic modeling software developed by the National Renewable Energy Laboratory to estimate programmatic-level construction and operational employment projections, as well as direct and indirect fiscal spending in the County associated with renewable development under the REGPA.

Direct and indirect economic growth would occur from future renewable energy facility development and is typically considered a beneficial impact. Important public benefits to be discussed under the fiscal and non-fiscal effects

section are construction spending, Operations & Maintenance capital expenditures, construction payroll and local spending, and annual property and sales taxes.

Utilizing both quantitative (i.e., demographic data) and qualitative data (i.e., types of impacts and mitigation strategies from recent renewable projects), the socioeconomics analysis will include, but is not limited to, analyzing the Inyo County REGPA to determine if it may:

- Induce substantial population growth in an area, either directly or indirectly;
- Result in a short-term or long-term impact to housing availability; or
- Adversely impact acceptable levels of service for fire and police protection, schools, parks and recreation, and other publicly funded facilities and services.

If programmatic impacts are identified, mitigation strategies will be recommended. For example, effective mitigation strategies could include:

- Cooperative agreements between project applicants and the County to ensure the following:
  - For projects to pay their fair-share of applicable school, public facilities, and housing impact fees; and/or
  - Maximize the County's receipt of sales and use taxes paid in connection with construction of the projects, such as including language in construction contracts identifying jobsites as within the County and requiring construction contractors to attribute sales and use taxes to the County in their Board of Equalization filings and permits.
- Local hiring requirements compelling project applicants to hire construction and operation labor force, to the extent practicable.
- Project decommissioning fund to ensure that applicants allocate monies for eventual future decommissioning of projects, including preparation of final closure plans.

It should be noted that these types of mitigation strategies and other fiscal mitigation actions have been developed and implemented effectively on several of the team's renewable project analyses in recent years (e.g., California Valley Solar in San Luis Obispo County and the Ivanpah Solar Electric Generating Station in San Bernardino County). Thus, the HELIX team will bring this experience to Inyo County when developing and incorporating appropriate and effective mitigation strategies into the EIR, which would eventually turn into policy directive that can be incorporated into the REGPA.

Transportation/Circulation: Based on the HELIX team's experience with renewable energy projects, traffic impacts tend to be limited to construction activities. We will utilize the most recent traffic volume data from the County and Eastern Sierra Council of Governments (ESCOG) to describe current traffic conditions of the County and near the REDAs. We will review and identify applicable County and ESCOG policies and regulations regarding traffic and identify any mitigation measures required to address significant traffic impacts.

Other CEQA Requirements: The EIR will also address cumulative impacts of the overall REGPA in combination with other activities in the County and region (discussed above), identify any significant and unavoidable impacts, and discuss any significant and irreversible environmental changes from the project.

Subsequent Environmental Review: The EIR will contain a chapter that contains a detailed description of how this EIR will be utilized to streamline environmental review for later renewable energy facility projects. This will include the provision of a renewable energy facility environmental checklist that will incorporate the standards and requirements of the streamlining program, as well as the conclusions of the EIR to guide the County on what extent of environmental review and documentation will be required. It will include a flow chart that will identify the following later environmental documentation options:

- Exempt
- Addendum to the EIR
- Negative Declaration/Mitigated Negative Declaration (ND/MND)
- Project EIR (focused on issues unique to the project)

The County will review the SDEIR and submit one set of unified comments to the HELIX Team. We will then prepare a second SDEIR for another round of review comment (one set of unified comments).

TASK 4 DELIVERABLES: Screen DEIR (first and second drafts) distributed to the County in electronic format (Microsoft Word and Adobe Acrobat PDF).

Task 5. Draft Program Environmental Impact Report

The HELIX Team will prepare and print the DEIR for public distribution and review after authorization from the County. In addition, draft Notices of Completion and Availability will be produced and submitted to the County for comment. After receiving a single round of comments from the County on the draft Notices, final Notices will be prepared. The Notice of Completion will be filed with the County Clerk/State Clearinghouse and the Notice of Availability will be published in the Inyo Register. The HELIX Team will present the REGPA and DEIR at three public scoping meetings at locations in the County. Upon completion of the public scoping meetings, the HELIX Team will prepare a summary memorandum based on informal notes and feedback from the meetings for submission to the County.

TASK 5 DELIVERABLES: Public Review Draft EIR distributed to the County, State Clearinghouse, and Interested Parties in hardcopy and/or electronic format (Microsoft Word and Adobe Acrobat PDF). Draft/Final Notice of Completion and Availability (submitted to the County Clerk and published in the Inyo Register, respectively). A summary memorandum of the results of the Scoping Meetings will be prepared and submitted to the County. Note: For estimation purposes, HELIX has allocated $7,000 for printing and distribution of the DEIR.

Task 6. Final Environmental Impact Report (FEIR) and Deliberations

Upon closure of the 45-day public review period, the HELIX Team will receive public comments from the State Clearinghouse (via the County) and prepare draft responses to all of the comments. County staff (including County Counsel) will review the draft responses and provide a unified set of comments for the HELIX Team to incorporate into the First Screen FEIR. Upon review by the County (and a single round of unified County comments provided to the HELIX Team), we will prepare and submit the Second Screen FEIR for County review. After review by the County and receipt of a single set of unified comments, the HELIX team will prepare the FEIR for submittal to the County. The County shall be responsible for distribution of the FEIR, as necessary. The FEIR shall consist of a Mitigation Monitoring and Reporting Program (MMRP). The County shall prepare Findings of Fact (FOF), as needed, with input from the HELIX team. The FOF will describe each significant impact anticipated to occur as a result of the proposed project and make a determination as to whether mitigation measures are available to reduce each significant impact to below a level of significance. In the event one or more significant impacts cannot be reduced to below a level of significance, the HELIX team will prepare a draft Statement of Overriding Considerations (SOC) identifying the social, economic, or other factors taken into consideration in the decision to approve the project despite unmitigated significant environmental impacts. The identification of overriding economic factors does not include original research to determine those factors. Such information would be provided by the County or other party. The HELIX team will prepare a draft Notice of Determination (NOD) associated with and the County's decision to approve the REGPA and to certify the accompanying FEIR.

The REGPA will be revised by the County based upon comments received during the DEIR. The HELIX Team will present the FEIR to the Planning Commission and Board of Supervisors; County staff will present the REGPA. Assuming approval of the REGPA and FEIR by the County, the General Plan will be updated by the County accordingly.

TASK 6 DELIVERABLES: Responses to Comments; First Screen FEIR, Second Screen FEIR, FEIR; MMRP; SOC; and NOD. Note: For estimation purposes, HELIX has allocated $5,000 for printing and distribution of the FEIR/Revised REGPA.

Task 7. Team Meetings

In support of team collaboration throughout the project, the HELIX Team will participate in a project kick-off meeting (as outlined in Task 1) and weekly planning meetings as requested by the County. A kick-off meeting and 12 one-hour teleconference meetings are anticipated. Occasional (2) face-to-face meetings are also anticipated.

TASK 7 DELIVERABLES: All Task 7 deliverables are assumed to be electronic (Adobe Acrobat PDF) unless otherwise noted. Responses to Comments; First Screen FEIR, Second Screen FEIR, FEIR (10 hardcopies); MMRP; SOC; NOD.

1.4 Budget/Cost Summary

The HELIX Team will adhere to the costs outlined in the Inyo County/California Energy Commission Grant Agreement dated June 12, 2013. Total project costs shall not exceed $581,446, and we will remain within allocated costs for each task as mandated by the Grant Agreement. We have provided a detailed breakdown of labor hours/cost by task for each firm/member of the HELIX Team in Appendix C.

2. Schedule

The project team is committed to complete the project in the time frame provided in the Request for Proposals. The proposed project schedule (Table 1 below) anticipates consultant selection and contract negotiation in September 2013, consultant team project initiation/Notice to Proceed provided on October 1, 2013, and project completion in February 2015. Based on existing information, we do not anticipate significant deviations from the schedule proposed by the County in its grant application submitted to the CEC. We've incorporated the County's schedule, with modifications to accommodate the essential OCTS within Task 4, in the following table. We anticipate confirmation of dates with County staff during contract negotiation.

Table 1. REGPA/EIR Schedule

Task #	Task Name	Product(s)	Due Date
1.1 County-CEC only	Attend kick-off meeting	Updated schedule of products	07/31/2013
		Updated list of permits	07/31/2013
		Kickoff meeting agenda (CEC)	07/31/2013
1.2 County-CEC only	Critical project review meetings	CPR Report	08/01/2014
		Written Determination (CEC)	08/01/2014
1.3 County-CEC only	Final meeting	Written documentation of meeting agreements	03/25/2015
		Schedule for completing closeout activities	03/15/2015
1.4 County-CEC only	Monthly progress reports	Monthly progress reports	The 10th calendar day of each month
1.5 County-CEC only	Final report	Final outline of the final report	12/01/2014
		Draft final report (no less than 60 days before the end term of the agreement)	12/15/2014
		Final report	03/11/2015
1.6 County-CEC only	Identify and obtain required permits or state no permits required		07/31/2013
1.7 County-CEC only	Obtain and execute subcontracts	Letter describing the subcontracts needed or stating that no subcontracts are required	07/31/2013
		Draft subcontracts	15 days prior to the scheduled execution date
		Final subcontracts	Within 10 days of execution
2.1	Update REGPA	First Updated REGPA (County Background Report)	10/01/2013

Task #	Task Name	Product(s)	Due Date
		Stakeholder List	10/15/2013
		Public Meeting Notices/Agendas	11/01/2013
		Planning Commission Notice/Agenda	12/01/2013
		Board of Supervisors Notice/Agenda	12/01/2013
		Second Updated REGPA	01/01/2014
3	Notice of Preparation	Internal Screen NOP/IS	01/15/2014
		Public Review NOPI/IS, Noticing	02/01/2014
		Public Scoping Meetings (notice)	02/01/2014
4	Screen DEIR	Opportunities and Constraints Technical Study	12/01/2013
		Demonstrated work performed by environmental/outreach consultant	03/14/2014
5	DEIR	DEIR, Notices of Completion and Availability	05/15/2014
		Public Meetings (Notices)	06/01/2014
6	FEIR	Demonstrated work completed on First and Second Screen FEIR	07/31/2014
		FEIR	10/01/2014
		Response Notice	10/01/2014
		Findings of Fact/Resolutions	10/15/2014
		Planning Commission Notice/Agenda	11/01/2014
		Board of Supervisors Notice/Agenda	12/01/2014
		Notice of Determination	01/01/2015
		Final REGPA	02/01/2015
		Updated General Plan	02/15/2015
7	Team Meeting	Meetings	As needed

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning, Inc.
FOR THE PROVISION OF PROFESSIONAL **SERVICES**

TERM:

FROM: October 1, 2013 **TO:** March 31, 2015

SCHEDULE OF FEES:

Inyo County will pay HELIX Environmental Planning, Inc., through a grant from the California Energy Commission (CEC) to complete the tasks, at the rates specified, and under the CECs Terms and Conditions, as identified in Exhibit A Scope of Work; Exhibit A-1 Schedule; Exhibit B Budget; and, Exhibit C General Terms and Conditions (please see Attached CEC Grant Award Number: REN-12-004) and not to exceed $581,446. The County will pay HELIX Environmental Planning, Inc. as the tasks specified in the SOW are completed to the satisfaction of Inyo County and the CEC. Invoicing from HELIX Environmental Planning, Inc. will meet the CEC requirements, as found in the SOW. Invoices will be submitted monthly based on the percent complete per task. All costs including personnel costs (including sub-contractors) will be billed at rates approved by the CEC. The County will also retain 10-percent of each payment until the project is complete and the 10-percent withholding is released by the CEC to Inyo County, per Section 17(g) of the CEC 'Terms and Conditions', that states: It is the Commissions policy to retain 10-percent of any payment request or 10-percent of the total Commission award at the end of the project. The County will, in compliance with the CEC's policy, hold 10-percent of all payments due to the subcontractor until the completion of the project.

The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by HELIX Environmental Planning, Inc., as identified in the SOW, is completed to the satisfaction of Inyo County and the CEC; and, the CEC releases the 10-percent withholding to the County. Costs incurred for materials necessary to complete the tasks as stated in the SOW will be paid out of the $581,446 total cost of the contracted work and only for tasks included in the SOW.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning Inc.
FOR THE PROVISION OF PROFESSIONAL **SERVICES**

TERM:

FROM: October 1, 2013 **TO:** March 31, 2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

HELIX Environmental Planning Inc. will be compensated only for expenses incurred while performing tasks specified in the CEC Approved Scope of Work, June 12, 2013 (SOW) (Please see Exhibit A). Travel and Per Diem expenses will be paid out of the $581,446 total cost of the contracted work and only tasks included in the SOW, will be reimbursed.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning Inc.
FOR THE PROVISION OF PROFESSIONAL **SERVICES**

TERM:

FROM: October 1, 2013 **TO:** March 31, 2015

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

   (Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

1. **The County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 38 04 13).

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning Inc.
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: October 1, 2013 TO: March 31, 2015

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits,* of the contract is amended to read;

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

2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment,* of the contract.

4. **Termination or Abandonment.** The provisions of Section 15, *Default,* will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled **"County Property"** Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.

5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND HELIX Environmental Planning Inc.
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: October 1, 2015 TO: March 31, 2015

FEDERAL FUNDS ADDENDUM

6. **Contractor's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The contractor shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,

8. **Safety.** The consultant shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

   Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

   Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.

STATE OF CALIFORNIA

GRANT AGREEMENT

CEC-146 (Revised 6/12)

CALIFORNIA ENERGY COMMISSION

RECIPIENT	AGREEMENT NUMBER
County of Inyo	REN-12-004
ADDRESS PO Drawer L, 168 North Edwards Independence, CA 93526	AGREEMENT TERM 6/30/13 to 3/31/2015 The effective date of this Agreement is either the start date or the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

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.

Exhibit A – Scope of Work	Page(s): 12
Exhibit A-1 –Schedule	Page(s): 2
Exhibit B – Budget	Page(s): 6
Exhibit C – General Terms and Conditions	Page(s): 28
Exhibit D - Contacts	Page(s): 1

TOTAL

$ 700,000.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE 7/8/13	AUTHORIZED SIGNATURE	DATE 06-23-2013
NAME Rachel L. Grant Kiley		NAME Kevin Carunchio	
TITLE Contracts, Grants and Loans Office Manager		TITLE CAO	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 1, Sacramento, CA 95814			

EXHIBIT A
SCOPE OF WORK

TECHNICAL TASK LIST

Task #	Task Name
1	Administration
2	Update Renewable Energy General Plan Amendment
3	Notice of Preparation
4	Screen Draft Environmental Impact Report
5	Draft Environmental Impact Report
6	Final Environmental Impact Report and Deliberations
7	Team Meetings

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	-Joshua Hart – Inyo County Planning Director		
2	-Joshua Hart – Inyo County Planning Director -Dana Crom – Inyo County Deputy Counsel -Kevin Carunchio – Inyo County Administrative Officer -Bob Harrington – Inyo County Water Department Director -Doug Wilson – Acting Inyo County Public Works Director -Environmental Consultant – Principal -Environmental Consultant – Project Manager -Technical Specialists -Public Outreach Consultant – Principal -Public Outreach Consultant – Project Manager		
3 through 5	-Joshua Hart – Inyo County Planning Director -Dana Crom – Inyo County Deputy Counsel -Bob Harrington – Inyo County Water Department Director -Doug Wilson – Acting Inyo County Public Works Director -Environmental Consultant – Principal -Environmental Consultant – Project Manager -Technical Specialists -Public Outreach Consultant – Principal		

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
	-Public Outreach Consultant – Project Manager		
6	-Joshua Hart – Inyo County Planning Director -Dana Crom – Inyo County Deputy Counsel -Kevin Carunchio – Inyo County CAO -Bob Harrington – Inyo County Water Department Director -Doug Wilson – Acting Inyo County Public Works Director -Environmental Consultant – Principal -Environmental Consultant – Project Manager -Technical Specialists -Public Outreach Consultant – Principal -Public Outreach Consultant – Project Manager		
7	-Joshua Hart – Inyo County Planning Director -Dana Crom – Inyo County Deputy Counsel -Bob Harrington – Inyo County Water Department Director -Doug Wilson – Acting Inyo County Public Works Director -Environmental Consultant – Principal -Environmental Consultant – Project Manager -Technical Specialists -Public Outreach Consultant – Principal -Public Outreach Consultant – Project Manager		

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	Energy Commission Agreement Manager
ICAO	Inyo County Administrative Officer
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CPR	Critical Project Review
DEIR	Draft Environmental Impact Report
DRECP	Desert Renewable Energy Conservation Plan
EIR	Environmental Impact Report
FEIR	Final Environmental Impact Report

Term/ Acronym	Definition
NOP/IS	Notice of Preparation/Initial Study
REGPA	Renewable Energy General Plan Amendment

Problem Statement:

In 2011, Inyo County adopted a Renewable Energy General Plan Amendment (REGPA) to update its General Plan to account for the interest in renewable energy development in the County. The County was subsequently sued by the Sierra Club and Center for Biological Diversity, alleging that the County should have prepared an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) when adopting the REGPA. The Inyo County Board of Supervisors decided that it was in the greater interest of its citizens to conserve the financial resources of the County rather than engage in a lawsuit with the Center for Biological Diversity and Sierra Club, and rescinded the REGPA.

Renewable energy development continues to be pursued in the County, and due to the litigation and the County's lack of resources to prepare an EIR, the County General Plan does not embody a comprehensive approach to renewable energy development. Updating the REGPA in coordination with the Desert Renewable Energy Conservation Plan (DRECP) and preparing an EIR provides an excellent opportunity to provide for a comprehensive vision for eligible renewable energy resource development in the County and streamline future entitlement to better work to achieve State and national goals for alternative energy resources and reduced emissions.

Goals of the Agreement:

The goal of this Agreement is to update the County's General Plan to accommodate appropriate eligible renewable energy resource development and facilitate development of associated transmission facilities.

Objectives of the Agreement:

The objectives of this Agreement are to update the County's REGPA, prepare and process an EIR for the updated REGPA pursuant to the requirements of CEQA and the CEQA Guidelines, the County's CEQA Procedures, and the County's Renewable Energy Ordinance, and consider, and act upon the REGPA.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Commission Project Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Project Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the

Commission Project Manager will provide an agenda to all potential meeting participants.

The administrative portion of the meeting shall include, but not be limited to, the following:

- Discussion of the terms and conditions of the Agreement
- Discussion of Critical Project Review (Task 1.2)
- Permit documentation (Task 1.6)
- Discussion of subcontracts needed to carry out project (Task 1.7)

The technical portion of the meeting shall include, but not be limited to, the following:

- The Commission Project Manager's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products
- Discussion of Progress Reports (Task 1.4)
- Discussion of Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Discussion of the Final Report (Task 1.5)

The Commission Project Manager shall designate the date and location of this meeting.

Recipient Products:

- Updated Schedule of Products
- Updated List of Permits

Commission Project Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The Commission Project Manager may schedule CPRs as necessary, and CPR costs will be borne by the Recipient.

Participants include the Commission Project Manager and the Recipient and may include the Commission Grants Officer, staff from the Efficiency and Renewable Energy Division, other Energy Commission staff and Management as well as other individuals selected by the Commission Project Manager to provide support to the Energy Commission.

The Commission Project Manager shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.

- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the Commission Project Manager concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Renewables for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the Commission Project Manager and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

Commission Project Manager Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

  This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Project Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Project Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Project Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Project Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- "Surviving" Agreement provisions
- Final invoicing and release of retention

- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Project Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving its goals and objectives, as described in the recipient's Scope of Work, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, and results; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the project management processes.

The Final Report shall be a public document.

The Recipient shall:

- Prepare an Outline of the Final Report.
- Prepare a Final Report following the approved outline and the latest version of the Final Report guidelines which will be provided by the Commission Project Manager. The Commission Project Manager shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Draft Outline of the Final Report
- Final Outline of the Final Report
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Project Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state

such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

- A list of the permits that identifies the:
  - Type of permit
  - Name, address and telephone number of the permitting jurisdictions or lead agencies
- The schedule the Recipient will follow in applying for and obtaining these permits.

- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Project Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Project Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Project Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)

Task 1.7 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontracts required to carry out the tasks under this Agreement consistent with the terms and conditions of this Agreement and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, it shall notify the Commission Agreement Manager.

Products:

- Letter describing the subcontracts needed, or stating that no subcontracts are required

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 UPDATE THE RENEWABLE ENERGY GENERAL PLAN AMENDMENT

The goal of this task is to update the REGPA to reflect current state of the art policy and planning objectives prior to initiating the environmental review process.

The Recipient shall:

- Work with the selected consultants and County staff to update the REGPA. County staff and consultants shall work together to update the REGPA for preliminary public outreach, The update effort may include remapping, investigating plans and feasibility for transmission, working with policy to reflect changes since 2011, and other enhancements and clarifications. Once complete, the REGPA will be distributed and posted electronically for public inspection.
- Identify and contact stakeholders to solicit input and encourage participation. County staff and consultants shall compile a stakeholder list of potentially interested public agencies, non-profit organizations, community groups, and individuals to be utilized for the stakeholder identification and preliminary public outreach. The outreach consultant will work with County staff to contact stakeholders to inform about the project, encourage participation in planning, and solicit input. A select subset of the stakeholders will be invited for group interview discussions with County staff and/or consultants. County and other agency boards and commissions may also be consulted.
- Conduct three public meetings, unless a different number of public scoping meetings are approved in writing by the CAM, at various locations in the County.
- Present the updated REGPA and results of the public outreach to the Planning Commission. County staff and consultants will collaborate to prepare a report describing the updated REGPA and the results of the stakeholder outreach for the Planning Commission's consideration and recommendations.
- Present the updated REGPA and results of public outreach and Planning Commission recommendations to Board of Supervisors.
- Incorporate the input received into an updated REGPA to allow the County to begin environmental review.

Products:

- First Updated REGPA
- Stakeholder List
- Public Meetings – Notices, Agenda, Presentation Materials
- Planning Commission Notice, Agenda, Staff Report, Minutes
- Board of Supervisors Notice, Agenda, Staff Report, Minutes
- Second Updated REGPA

TASK 3 NOTICE OF PREPARATION

The goal of this task is to begin the environmental review process, prepare an Initial Study to scope the EIR, and issue a Notice of Preparation.

The Recipient shall:

- Prepare an internal screen draft Notice of Preparation and Initial Study (NOP/IS), utilizing the standard State CEQA Checklist. The Initial Study will be designed to focus the EIR on relevant issues and alert relevant agencies and other stakeholders that an EIR will be prepared. The environmental consultant with input from technical specialists will prepare the NOP/IS for review by County staff, with input from the outreach consultant.
- Prepare a public review NOP/IS. The environmental consultant will update the NOP/IS as directed by County staff and prepare a final NOP/IS for public review. Once approved by the County, the consultant will print copies of the NOP/IS and distribute to an approved mail list, including the State Clearinghouse, publish the NOP in the Inyo Register, and file the NOP with the County Clerk.
- Conduct public meetings. The County with the assistance of the outreach consultant, and participation of the environmental consultant, will present the updated REGPA and NOP/IS at three public scoping meetings, unless a different number of public scoping meetings are approved in writing by the CAM, at various locations in the County.

Products:

- Summary report and consultant invoice(s) demonstrating work completed on internal screen NOP/IS
- Public Review NOP/IS, State Clearinghouse Notice, Newspaper Notice, County Clerk Notice
- Public Meetings – Notices, Agenda, Presentation Materials

TASK 4 – SCREEN DRAFT ENVIRONMENTAL IMPACT REPORT

The goal of this task is to prepare a screen DEIR for internal review prior to publication.

The Recipient shall:

- Work with the environmental consultant to prepare a first Screen DEIR for internal review. It is anticipated that the EIR will consist of required CEQA topics, as well as sections pertaining to those issues not dismissed by the NOP/IS. Technical reports (or EIR sections written by technical specialists) for biology, land use, aesthetics, cultural resources, land use and planning, socioeconomics, hydrology, and transportation and circulation will be prepared and incorporated into the EIR. Other issues will be addressed in a more general manner and qualitatively. The REGPA will be revised to meet CEQA requirements for the EIR project description, including potentially a build-out scenario. As needed consultation with other interested agencies and entities will be undertaken, including consultation with local tribes per Senate Bill 18 (2004). Significant effort is expected for alternatives analysis and cumulative issues, including input from technical specialists. The analyses will be prepared in coordination with development of the DRECP.

- Work with County staff, the environmental consultant, and outreach consultant to review the first Screen DEIR.
- Work with the environmental consultant to incorporate internal review into a second Screen DEIR.
- Work with County staff, the environmental consultant, and outreach consultant to review the second Screen DEIR.

Products:

- Summary report of topics to be addressed and consultant invoice(s) demonstrating work performed by environmental and outreach consultant.

TASK 5 – DRAFT ENVIRONMENTAL IMPACT REPORT

The purpose of this task is to publish a DEIR for public review and conduct public meetings regarding the DEIR.

The Recipient shall:

- Incorporate comments on the second Screen DEIR and prepare a DEIR for publication after final authorization from the County.
- Prepare a public review DEIR. Once approved by the County, the environmental consultant will print copies of the DEIR and distribute to an approved mail list, including the State Clearinghouse, publish the Notice of Completion and Availability in the Inyo Register, and file the Notice with the County Clerk.
- Conduct public meetings. The County, with the assistance of the outreach consultant and participation of the environmental consultant, will present the updated REGPA and DEIR at three public scoping meetings, unless a different number of public scoping meetings are approved in writing by the CAM, at various locations in the County.

Products:

- DEIR, State Clearinghouse Notice, Newspaper Notice, County Clerk Notice
- Public Meetings – Notices, Agenda, Presentation Materials, Meeting Summaries

TASK 6 – FINAL ENVIRONMENTAL IMPACT REPORT AND DELIBERATIONS

The purpose of this task is to prepare a FEIR and conduct hearings to consider the REGPA.

The Recipient shall:

- Prepare Responses to Comments received on the DEIR. The environmental consultant will compile and annotate the comments to prepare the responses with input from the technical specialists and County staff and input from the outreach consultant.
- First Screen FEIR – once the responses have been reviewed, the environmental consultant will prepare a first Screen FEIR incorporating the responses and any necessary modifications to the EIR.
- Second Screen FEIR – the environmental consultant will incorporate input from the first screen FEIR and prepare a second Screen FEIR for review by the project team.
- FEIR – the environmental consultant will incorporate input from the Second Screen FEIR and prepare a FEIR for final County approval and distribution.

- Update REGPA – the REGPA will be updated to reflect any changes resulting from the environmental review and public outreach processes.
- Findings/Resolutions – CEQA findings, other findings, and adopting resolutions will be prepared by County staff with assistance from the environmental consultant and input from the public outreach consultant. A Mitigation Monitoring and Reporting Program will also be prepared. If necessary, a Statement of Overriding Considerations will be included.
- Present the FEIR and updated REGPA to the Planning Commission. County staff and consultants will collaborate to prepare the staff report including the FEIR for the Planning Commission's consideration and recommendation to the Board of Supervisors.
- Present the FEIR and updated REGPA to the Board of Supervisors. County staff and consultants will collaborate to prepare the staff report including the FEIR and the Planning Commission's input and recommendations for the Board of Supervisor's consideration and possible action.
- Notice of Determination – if approved, a Notice of Determination for the REGPA will be filed with the County Clerk and the State Clearinghouse.
- Prepare Final REGPA and update General Plan. If approved, the REGPA will be updated to incorporate any changes directed and the General Plan will be updated accordingly.

Products:

- Summary report and consultant invoice(s) demonstrating work completed on first and second screen FEIR.
- FEIR
- Responses Notices
- Findings/Resolutions
- Planning Commission Notice, Agenda, Staff Report, Minutes
- Board of Supervisors Notice, Agenda, Staff Report, Minutes
- Notice of Determination
- Final REGPA
- Updated General Plan

TASK 7 – TEAM MEETINGS

The purpose of this task to provide for internal team meetings, coordination, and collaboration across the team's broad range of experts.

The Recipient shall:

- Meet periodically to coordinate and collaborate. It is anticipated that the core team will meet weekly throughout the process to plan upcoming tasks, brainstorm, and share information. Other County staff and the sub-consultants will participate as needed. To reduce costs, most meetings are expected to be by conference call, although some in-person meetings may be required.

Products:

- Meetings – Agendas, Meeting Summaries

Schedule of Products and Due Dates

Task Number	Task Name	Products	Due Date
1.1	**Attend Kick-off Meeting**		
		Updated Schedule of Products	7/31/2013
		Updated List of Permits	7/31/2013
		Kick-Off Meeting Agenda (CEC)	7/31/2013
1.2	**Critical Project Review Meetings (LEAVE BLANK. Energy Commission staff will determine CPR dates for grant recepients.)**		
	1st CPR Meeting	CPR Report	8/1/2014
		Written determination (CEC)	8/1/2014
1.3	**Final Meeting**		
		Written documentation of meeting agreements	3/25/2015
		Schedule for completing closeout activities	**3/15/2015**
1.4	**Monthly Progress Reports**		
		Monthly Progress Reports	The 10th calendar day of each month during the approved term of this Agreement
1.5	**Final Report**		
		Final Outline of the Final Report	12/1/2014
		Draft Final Report (no less than 60 days before the end term of the agreement)	12/15/2014
		Final Report	3/11/2015
1.6	**Identify and Obtain Required Permits**		
		Letter documenting the permits or stating that no permits are required	7/31/2013
		A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
		Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
		Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.7	**Obtain and Execute Subcontracts**		
		Letter describing the subcontracts needed, or stating that no subcontracts are required	7/31/2013
		Draft subcontracts	15 days prior to the scheduled execution date
		Final subcontracts	Within 10 days of execution

2	**UPDATE REGPA**	
	First Updated REGPA	10/1/2013
	Stakeholder List	10/1/2013
	Public Meetings Notices, Agendas, Presentation Materials	11/1/2013
	Planning Commission Notice, Agenda, Staff Report, Minutes	12/1/2013
	Board of Supervisors Notice, Agenda, Staff Report, Minutes	12/1/2013
	Second Updated REGPA	1/1/2014
3	**NOTICE OF PREPARATION**	
	Summary report and consultant invoice(s) demonstrating work completed on internal screen NOP/IS	1/15/2014
	Public Review NOP/IS, State Clearinghouse Notice, Newspaper Notice, County Clerk Notice	2/1/2014
	Public Meetings- Notices, Agenda, Presentation Materials	2/1/2014
4	**SCREEN DEIR**	
	Summary report of topics to be addressed and consultant invoice(s) demonstrating work performed by environmental and outreach consultant	3/14/2014
5	**DEIR**	
	DEIR, State Clearinghouse Notice, Newspaper Notice, County Clerk Notice	5/15/2014
	Public Meetings- Notices, Agenda, Presentation Materials, Meeting Summaries	6/1/2014
6	**FEIR AND DELIBERATIONS**	
	Summary report and consultant invoice(s) demonstrating work completed on first and second screen FEIR	7/31/2014
	FEIR	10/1/2014
	Response Notices	10/1/2014
	Findings/Resolutions	10/15/2014
	Planning Commission Notice, Agenda, Staff Report, Minutes	11/1/2014
	Board of Supervisors Notice, Agenda, Staff Report, Minutes	12/1/2014
	Notice of Determination	1/1/2015
	Final REGPA	2/1/2015
	Updated General Plan	2/15/2015
7	**TEAM MEETINGS**	
	Meetings	As needed

Exhibit B
Att B-1 Task Summary

Summary Task Budget		Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Commission Reimbursable Totals	Grand Totals
		Inyo County	Outreach Consultant	EIR Contractor		
		☐ SB ☐ MB ☐ DVBE ☑ None	☐ SB ☐ MB ☐ DVBE ☐ None	☐ SB ☐ MB ☐ DVBE ☐ None		
1.0	Administrative	13,934	4,690	10,600	$ 29,224.00	$ 29,224.00
2.0	Update REGPA	21,018	24,510	53,000	$ 98,528.00	$ 98,528.00
3.0	NOP/IS/Scoping	5,310	9,110	27,000	$ 41,420.00	$ 41,420.00
4.0	Screen DEIR	28,536	3,240	244,190	$ 275,966.00	$ 275,966.00
5.0	DEIR	6,488	17,080	24,180	$ 47,748.00	$ 47,748.00
6.0	Final EIR/REGPA	29,332	15,860	112,060	$ 157,252.00	$ 157,252.00
7.0	Team Meetings	13,936	10,880	25,046	$ 49,862.00	$ 49,862.00
	Grand Totals	$ 118,554.00	$ 85,370.00	$ 496,076.00	$ 700,000.00	$ 700,000.00

For these boxes, be sure to include all costs: labor (unloaded rates) and non-labor costs (fringe, overhead, general & administrative, & profit and other direct operating costs). The totals are total costs to perform each task.

Exhibit B
Att B-2 Category Summary

Summary Category Budget	Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Grand Totals
	Inyo County	Outreach Consultant	EIR Contractor	
Direct Labor	$ 79,653	$ 78,270	$ 263,526	$ 421,449.00
Fringe Benefits	$ 31,861			$ 31,861.00
Travel	$ 4,928	$ 5,680	$ 12,440	$ 23,048.00
Equipment				$
Materials/Misc	$ 2,112	$ 1,420	$ 3,110	$ 6,642.00
Minor Subcontractor			$ 217,000	$ 217,000.00
Total Direct	$ 118,554.00	$ 85,370.00	$ 496,076.00	$ 700,000.00
Indirect Overhead				$
General & Administrative				$
Total Indirect	$	$	$	$
Grand Total	$ 118,554	$ 85,370	$ 496,076	$ 700,000.00

Direct Labor = unloaded rates X number of hours (Att B-3)

(*1) A "Minor Subcontractor" is any subcontractor receiving less than $100,000 or 25% (whichever is less) of the Commission Funds.

Exhibit B
Att B-3 Prime Labor Rates

Inyo County

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)		Projected Hourly Unloaded Rates ($)*				Total Hours Worked
		From:	6/30/13	From:	7/1/14	
		To:	6/30/14	To:	3/31/15	
Name	Job Classification/Title	($) Unloaded Maximum Rate		($) Unloaded Maximum Rate		
Dana Crom	County Counsel	$	70.00	$	70.00	186
Joshua Hart	Planning Director	$	47.31	$	47.31	365
TBD	Senior Planner	$	35.04	$	35.04	602
Nolan Bobroff	Planning Coordinator	$	26.39	$	26.39	174
Bob Harrington	Water Director	$	53.42	$	53.42	60
Kevin Carunchio	CAO	$	68.00	$	68.00	50
TBD	Public Works Director	$	48.13	$	48.13	40
TBD	Associate Planner	$	31.88	$	31.88	300
Jim Tatum	Deputy Public Works Director	$	44.65	$	44.65	60

*** Actual billable rates cannot exceed the rates specified in this exhibit.**

*** Rates listed must be <u>unloaded</u> rates (that is, before fringe benefits, overhead, G&A or Profit). These rates must reflect the highest salary or wage rate that is actually paid to the employee.**

Exhibit B
Att B-4 Prime Non-Labor Rates

Inyo County

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Percentage Rate		
				Fringe Benefits (FB)	Indirect Overhead (IOH)	General & Administrative (GA)
From:	6/30/13	To:	6/30/14	40.0000%	%	%
From:	7/1/14	To:	3/31/15	40.0000%	%	%

Note: Use the categories that you typically use in your standard business practice.

Non-Labor Rate Category	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials/ Miscellaneous, EQ = Equipment, T = Travel, S = Subcontracts, IOH = Indirect Overhead, GA = General & Administrative
Fringe Benefits	DL
Indirect Overhead	
General & Administrative	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.):

Fringe Benefits	Indirect Overhead	General & Administrative
Vacation		
Retirement Plan		
Health Benefits		

*** Actual billable rates cannot exceed the rates specified in this exhibit.**

Exhibit B
Att B-5 Direct Operating Expens

Pre-approved Travel List *

Task No.	Prime / Sub Name	Trip #	Who	Departure and Destination	Trip Purpose	Amount Commission Funds
					Total:	

* Travel is reimbursed at state rates.

Equipment**

Task No.	Prime / Sub Name	Description	Purpose	# Units	Unit Cost	Amount Commission Funds
					Total:	$0

** Equipment is defined as having an acquisition unit cost of at least $5,000. See instructions for more details.

Exhibit B
Att B-5 Direct Operating Expens

Material(s)/ Miscellaneous Costs

Task No.	Prime / Sub Name	Description	Purpose	# Units	Unit Cost	Amount Commission Funds
All	Inyo, Outreach and EIR	Copies	IS; DEIR; FEIR	n/a		$ 5,642.00
All	Inyo, Outreach and EIR	Presentation Materials	Posters; Name Tags	n/a		$ 700.00
All	Inyo, Outreach and EIR	Document Procurement	Existing technical reports	n/a		$ 300.00
				Total:		$6,642

Minor Subcontractors

Task No.	Subcontractor Legal Name	Purpose	DVBE? (Yes/No)	Small/ Micro Business (SB/MB)	Amount Commission Funds
2,3,4,5, 6,7		Biology support			$ 65,500.00
2,3,4,5, 6,7		Cultural support			$ 47,000.00
2,3,4,5, 6,7		Transportation support			$ 18,500.00
2,3,4,5, 6,7		Aesthetics support			$ 18,500.00
2,3,4,5, 6,7		Socioeconomics support			$ 47,000.00
2,3,4,5, 6,7		Hydrology support			$ 20,500.00
			Total:		$217,000

Exhibit C

TERMS AND CONDITIONS

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EXHIBIT C

TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission (Energy Commission). Funding for this project was authorized by Assembly Bill x1 13 (Perez, Chapter 10, Statutes of 2011), and consists of funds from the Renewable Resource Trust Fund. By accepting funds for this project, you agree to the grant requirements of Assembly Bill x1 13 as codified in Public Resources Code section 25619, and as amended by Assembly Bill 2161 (Achadjian, Chapter 250, Statutes of 2012) and Assembly Bill 1255 (Perez, Chapter 601, Statutes of 2012). Public Resources Code section 25619(b) requires that grant funds be used for the development or revision of rules and policies that facilitate the development of eligible renewable energy resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources. Funds may also be used to provide training to county planning staff to facilitate the siting and permitting of eligible renewable energy resources. A project that includes adoption or revision of a general plan element or zoning ordinance pursuant to section 25619(b) shall be completed within two years of receipt of the grant and shall be consistent with the conservation strategies of any natural community conservation plan if one has been approved, or is under development, pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with section 2800) of Division 3 of the Fish and Game Code).

Program refers to the entire effort undertaken and planned by the Recipient including the work co-funded by the Commission. The program may coincide with or extend beyond the Agreement period. ***Project*** refers to the work elements of the program. Typically, there are distinct projects within the program being paid for by the Commission under this Agreement.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for Renewable Energy and Conservation Planning Grants (RECPG) grant awards. The Commission may impose special conditions in this grant Agreement which address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence. Any special conditions are attached to this Agreement.

The Recipient shall sign two originals of the CEC-146 of this Agreement and return two signed CEC-146's to the Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

All work and/or the expenditure of funds (Commission-reimbursed and/or match share) must occur within the approved term of this Agreement. The Commission cannot authorize any payments until all parties sign this Agreement. The start

term of this Agreement is either the specified start term or the date the Energy Commission signs the Agreement, whichever is later. The Energy Commission will only sign the Agreement after the Recipient signs it and it has been approved at an Energy Commission Business Meeting.

2.Attachments and References

The following are attached and hereby expressly incorporated into this Agreement.

- Work Statement
- Budget
- Content and Format of Progress Reports
- Special Conditions (if applicable)

3.Funding Limitations

Any federal, state, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4.Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Project Manager will periodically evaluate the schedule for completion of Work Statement tasks. If the Commission Project Manager determines (1) the Recipient is not being diligent in completing the tasks in the Work Statement or (2) the time remaining in the funding award is insufficient to complete all project work tasks by the Agreement term end date, the Commission can terminate this Agreement.

5.Products

Products are defined as any tangible item specified in the Work Statement. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the Commission's Accounting Office at the address below. The Accounting Office will forward products to the Commission Project Manager for review and comment. The Recipient will submit an original and two copies of the final version of all products to the Accounting Office. If the Commission Project Manager determines a product is substandard, given the description and intended use of the product as described in the Work Statement and the grant application, the Commission Project Manager may refuse to authorize payment for the product and any subsequent products that rely upon or are based upon that product under this Agreement.

California Energy Commission
Accounting Office
1516 Ninth Street, MS-2
Sacramento, CA 95814

a. **Electronic File Format**

The Recipient shall deliver documents to the Commission Project Manager in the following formats:

- Data sets shall be in Microsoft (MS) Access or MS Excel file format.
- PC-based text documents shall be in MS Word file format.
- Documents intended for public distribution shall be in Portable Document Format (PDF) file format, with the native file format provided as well.
- Project management documents shall be in MS Project file format.

Submit any requests for exemption to the electronic file in writing at least ninety (90) days before the product is due. The Commission Project Manager must approve or deny the request in writing.

6.Reports

a. Submission of Reports

All reports will be submitted to the Accounting Office at the address listed in Section 5 above.

b. Progress Reports

The Recipient shall prepare progress reports on the schedule provided in the work statement. The Recipient shall prepare progress reports which summarize all grant activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the project within the current budget and any anticipated cost overruns. See Attachment 11 "Content and Format of Progress Reports" for more information.

c. Final Reports

The Recipient shall prepare a final report outline, draft final report and final report on the schedule provided in the work statement. The final report shall describe the original purpose, approach, results and conclusions of the work done under this Agreement. Upon receipt of the final report, the Commission Project Manager shall ensure that all work has been satisfactorily completed. The Payment Request for the final payment (including any retention) may only be submitted after the final report is

completed and the Commission Project Manager has verified satisfactory completion of the work.

d. Rights in Reports

The Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Commission.

e. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this award will be considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards.

7.Legal Statement on Reports and Products

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This report has not been approved or disapproved by the Commission nor has the Commission passed upon the accuracy of the information in this report.

8.Amendments

a. Budget Reallocations

1) The Energy Commission, through its Project Manager and Grants Officer, and the Recipient can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:

a) The total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of $75,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Energy Commission funds being paid to Recipient under this Agreement. It does not include any match funds provided by Recipient.

For example, if under an agreement the Energy Commission agrees to pay a Recipient $100,000 and the Recipient is supplying $500,000 in match funding, the ten percent (10%) limitation applies to the $100,000. Only up to $10,000 of Energy Commission funds can be reallocated without a formal amendment. If under an agreement the Energy Commission agrees to pay a recipient $800,000, ten percent would be $80,000, but the cap is $75,000, so the most that could be reallocated without a formal amendment is $75,000.

b) The budget reallocation cannot substantially change the Work Statement. Examples of budget reallocations that do not substantially change the Work Statement, but are not limited to, the following:

- Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.
- Increasing or decreasing the equipment budget.
- Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel and classifications listed in the budget. Increasing hourly rates requires a formal amendment. The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.

c) The budget reallocation only involves moving funds between tasks or categories. The total Agreement Amount must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.

d) The budget reallocation does not increase the percentage rate of Indirect Overhead, Direct Overhead, Fringe Benefits, General and Administrative Costs, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as 25% of Direct Labor, the 25% cannot be changed without a formal amendment.

2) To effectuate a budget reallocation under this section, the Recipient must make a request in writing to both the Project Manager and the Grants Officer. Both the Project Manager and Grants Officer will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the Project Manager and the Grants Officer. Oral communications cannot be used or relied upon. If the request is approved, the Project Manager shall revise the Budget Attachments to reflect the changes and send them to the Grants Officer and Recipient.

3) Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment. For purposes of this provision, a "formal amendment" means that all of the following must occur: approval by the Energy Commission at a Commission Business Meeting, a written amendment signed by both parties.

4) Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.

b. Non-Significant Changes

Changes that are not significant to the Agreement do not need to be approved at an Energy Commission Business Meeting through a formal amendment. These changes shall be documented in a Letter of Agreement, signed by both parties.

c. Significant Changes

Significant changes to this Agreement require a formal amendment which must be approved at an Energy Commission Business Meeting. Significant Changes are defined as any modifications to the Agreement that do not meet the requirements in paragraph 8.b. above. Examples of significant changes include, but are not limited to:

- Change of Recipient.
- Changes to the Work Statement that significantly modify the scope of the Agreement.
- Changes to the Work Statement that extend the due dates beyond the term of the Agreement.
- Changes to the Budget that increase the amount of Energy Commission funding within the Agreement.

When seeking to change this Agreement, Recipient understands and acknowledges that it can take the Energy Commission six (6) months or more to process an amendment.

9.Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Further assignments shall not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

All subcontracts must incorporate language conforming to the following provisions specified in this Agreement, and these provisions shall expressly flow down to all subcontractors:

- Standard of Performance
- Nondiscrimination Statement of Compliance
- Indemnification
- Travel and Per Diem
- Equipment
- Recordkeeping, Cost Accounting, and Auditing
- Access to Sites and Records
- Legal Notice
- Survival of the following sections:
    - Recordkeeping, Cost Accounting and Auditing
    - Equipment
    - Access to Sites and Records

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

Recipient shall be responsible for establishing and maintaining contractual

agreements with and reimbursement of each subcontractor for work performed in accordance with the terms of this Agreement.

All subcontracts entered into pursuant to this Agreement shall be subject to examination and audit by the Energy Commission and/or Bureau of State Audits for a period of three years after final payment under this Agreement.

Recipient shall provide a copy of its subcontracts upon request by the Energy Commission.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Failure to comply with the above requirements may result in the termination of this Agreement.

10.Key Personnel, Key Subcontractors, and Prevailing Wage

a. Key Personnel

Key personnel are employees of the Recipient who are critical to the outcome of the project. For example, they may have expertise in the particular field or have experience that is not available from another source. Replacing these individuals may affect the outcome of the project. Key personnel, listed in the Budget exhibit, may not be substituted without the Commission Project Manager's approval. Such approval shall not be unreasonably withheld. Recipient may substitute all other personnel, with reasonable advance notification made to the Commission Project Manager.

b. Key Subcontractors

Key subcontractors are subcontractors or vendors to the Recipient who are critical to the outcome of the project. As with key personnel, key subcontractors may have expertise in the particular field or have experience that is not available from another source. Replacing these subcontractors may affect the outcome of the project. An employee of the Recipient's subcontractor or vendor may also qualify as "key." Key subcontractors, listed in the Budget exhibit, may not be substituted without the Commission Project Manager's approval. Such approval shall not be unreasonably withheld. Recipient may substitute all other subcontractors, with reasonable advance notification made to the Commission Project Manager. Replacement of key subcontractors is subject to the "Contracting and Procurement Procedures" section contained within these terms and conditions.

c. Prevailing Wage

For purposes of this paragraph, "public works" means construction, alteration, demolition, installation, repair or maintenance work over $1,000; and "Contractor" means all contractors that provide public works activities for the Project.

1) Recipient/General Requirements

a) Recipient shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any public works activities performed on the Project funded by this Agreement. For purpose of compliance with prevailing wage law, the Recipient shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

b) Recipient shall certify to the Energy Commission on each Payment Request Form, that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors complied with prevailing wage laws. Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission a certificate signed by the Recipient and all contractors performing public works activities stating that prevailing wages were paid as required by law.

2) Flowdown Requirements

Recipient shall ensure that all agreements with contractors for public works activities for the Project contain the following provisions:

a) Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all construction, alteration, demolition, installation, repair or maintenance work over $1,000 performed under the contract. Contractor's obligations under prevailing wage laws include without limitation: pay not less than the applicable prevailing wage for public works

activities performed on the Project; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.

b) Contractor shall ensure that the above requirements are included in all subcontracts for public works activities for the Project.

11.Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12.Equipment

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds and the Recipient shall not encumber the property without Commission Project Manager approval.

13.Termination

This project may be terminated for any reason set forth below.

a. With Cause

In the event of any breach by the Recipient of the conditions set forth in this Agreement, this Agreement may be terminated for cause upon five (5) days written notice to the Recipient, without prejudice to any of the Commission's legal remedies.

b. Without Cause

This Agreement may, at the Commission's option, be terminated without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Recipient by certified mail, return receipt requested. In such event, the Recipient agrees to use all reasonable efforts to mitigate the Recipient's expenses and obligations hereunder. Also in such event, the Commission shall pay the Recipient for all satisfactory work performed and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the Recipient have been avoided, but not in excess of the maximum payable under this Agreement.

14.Stop Work

The Commission Grants Officer may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a Project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

b. Equitable Adjustment. An equitable adjustment shall be made by Energy Commission based upon a written request by Recipient. Such adjustment request must be made by Recipient within thirty (30) days from the date of the stop work order.

c. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from the Commission Grants Officer.

15.Travel and Per Diem

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commissions Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.

c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Grants and Loans Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.

e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission.

16.Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the

degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standards or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission;

- The Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

- The Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Commission directs Recipient/subcontractor not to re-perform a task, the Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

17.Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed. The Recipient can only bill for actual expenses incurred at the Recipient's actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

a. Payment Requests

Unless indicated otherwise in Special Conditions, the Recipient may request payment from the Energy Commission at any time during the term of this Agreement, but no more frequently than monthly, although it is

preferred that payment requests be submitted with the progress reports.

Payments will be made on a reimbursement basis for Recipient's expenditures, i.e., after the Recipient has paid for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

The Energy Commission, at its sole discretion, may honor advance payment requests subject to special conditions specified by the Commission's Grants and Loans Office.

Funds in this award have a limited period in which they must be expended. All Recipient expenditures (Energy Commission-reimbursable and match share) must occur within the approved term of this Agreement.

b. Payment Request Format

A request for payment shall consist of, but is not limited to the following.

Documentation

All payment requests must be submitted using a completed Payment Request form that can be found at the end of this document. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

1) An invoice that includes a list of actual expenses incurred during the billing period, up to any Budget rate caps. The Recipient can only bill the lower of actual rates or Budget rate caps. Backup documentation is required at time of invoice submittal. Unless specified otherwise in Special Conditions, the invoice list must include expenditures in accordance with the Budget, as follows:

a) Date prepared, grant number, Recipient's Federal ID number, and billing period;

b) Recipient's actual labor expenditures, including hourly labor

rates by individual name and classification, hours worked, and benefits (fully loaded rates may only be used if fully loaded rates are included in the grant Budget);

c) Operating expenses, including travel, equipment, supplies, and other;

d) Receipts for travel, including departure and return times;

e) Receipts for materials, miscellaneous, and equipment;

f) Subcontractor invoices;

g) Overhead/indirect;

h) Match fund expenditures; and

i) By Budget line item (cost component) category, list budgeted amount, billed to date, current billing, and balance of funds.

2) A progress report that documents evidence of progress, which includes written progress reports and products prepared by the Recipient as detailed in the Work Statement.

The Commission will accept computer-generated or electronically transmitted invoices without backup documentation provided that the Recipient sends a hardcopy the same day.

Recipient shall submit all invoices to the following address:

California Energy Commission
Accounting Office
RECPG Grant Program
1516 Ninth Street, MS-2
Sacramento, CA 95814

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I, as an agent of [Company Name] have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a Government entity contract, subcontract, or other procurement method. For projects considered to be a public work: Prevailing wages were

paid to eligible workers who provided labor for the work covered by this invoice; Recipient and all subcontractors have complied with prevailing wage laws.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

Each invoice is subject to Commission Project Manager approval. The Commission Project Manager will not process any payment request during the Agreement term if the following conditions have not been met:

- All required reports have been submitted and are satisfactory to the Commission Project Manager.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the Commission Project Manager.
- All products due have been submitted and are satisfactory to the Commission Project Manager.
- Other prepayment conditions as may be required by the Commission Project Manager have been met. Such conditions will be specified in writing ahead of time, if possible.

Payments shall be made to the Recipient only for undisputed invoices. An undisputed invoice is an invoice executed by the Recipient for project expenditures, that meets all payment conditions of the Agreement, and for which additional evidence is not required to make payment. The invoice may be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed the Recipient will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.

f. Fringe Benefits, Indirect Overhead, General and Administrative (G&A), and Facilities and Administration (F&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles. The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the

Agreement Budget is approved.

g. Retention

It is the Commission's policy to retain 10 percent of any payment request or 10 percent of the total Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The Commission Project Manager will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

1) Conditions for payment:

a) No payment shall be made in advance of services rendered unless prior written approval has been obtained by the Grants and Loans Office.

b) Payment shall only be made in accordance with the Budget attachment.

c) Each request for payment is subject to the Commission Project Manager's approval.

d) Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.

e) No payment will be made for costs identified in recipient invoices that has or will be reimbursed by another source, including but not limited to a Government Entity contract.

18.Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

Recipient agrees to keep separate, complete, and correct accounting of the costs involved in completing the grant and match funded (if any) portion of this project. The Commission or its agent shall have the right to examine Recipient's books of accounts at all reasonable times to the extent and as is necessary to verify the accuracy of Recipient's reports.

b. Accounting Procedures

The Recipient's costs shall be determined on the basis of the Recipient's accounting system procedures and practices employed as of the effective

date of this Agreement, provided that the Recipient shall use generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement shall be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and provided, further, that such costs may be accumulated and reported in greater detail during performance of this Agreement. The Recipient's accounting system shall distinguish between direct costs and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient shall be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of work that are identified in the grant Budget. Costs must be incurred within the term of the Agreement. Factors to be considered in determining whether an individual item of cost is allowable include (i) reasonableness of the item, (ii) appropriate use of the allowability of the item to the work, and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

The following is a description of some specific items of cost that are unallowable; provided, however, that the fact that a particular item of cost is not included shall not mean that it is allowable. Details concerning the allowability of costs are available from the Energy Commission's Accounting Office.

a) Fees, Contingency Costs, Imputed Costs (e.g., Cost of Money), Fines and Penalties, Losses, and increased rates and fees for this Agreement.

b) The Commission will pay for state or local sales or use taxes on expenditures. The State of California is exempt from Federal excise taxes.

c) The Contractor cannot use Energy Commission funds to provide food or drinks (e.g., catering) at any meeting. This does not prevent the Contractor from recouping per diem expenses for its employees and its subcontractor's employees as allowed under these terms for travel expenses.

d. Audit Rights

Recipient shall maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in performing this Agreement. The Energy Commission, an agency of the state or, at the Energy Commission's option, a public accounting firm designated by the Energy Commission, may audit such accounting records at all reasonable times with prior notice by the Energy Commission. The Energy Commission shall bear the expense of such audits. It is the intent of the parties that such audits shall ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years following payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit.

Recipient agrees that the Energy Commission, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting source documentation pertaining to the performance of this Agreement. Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated. Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Recipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines, that any invoiced and paid amounts exceed the actual allowable incurred costs, Recipient shall repay such amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and Recipient. If the Energy Commission does not receive such repayments, the Energy Commission shall be entitled to withhold further payments to the Recipient or seek repayment from the Recipient.

f. Audit Cost

The Recipient's cost of the audit shall be borne by the Recipient. The Energy Commission's cost of the audit shall be borne by the Commission except when the results of the audit reveal an error detrimental to the Energy Commission exceeding more than ten percent (10%) or $5,000 (whichever is greater) of the amount audited. Recipient shall pay the refund as specified in "e. Refund to the Energy Commission," and Recipient agrees to reimburse the Energy Commission for reasonable costs and expenses incurred by the Energy Commission in conducting such audit.

g. Match or Cost Share (match)

If the Budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. Grant funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and report on match share expenditures on the Recipient's request for payment.

19.Indemnification

The Recipient agrees to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20.Workers' Compensation Insurance

a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the Commission Project Manager satisfactory evidence of this insurance at any time the Commission Project Manager may request.

b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the Commission Project Manager satisfactory evidence of this insurance at any time the Commission Project Manager may request.

21.General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Project Changes

1) Recipient shall promptly notify the Energy Commission of the occurrence of any of the following:

a) A change of address.

b) The existence of any litigation or other legal proceeding affecting the project.

d) The occurrence of any casualty or other loss to project personnel, equipment or third parties.

i. Access to Sites and Records

The Energy Commission staff or its representatives shall have reasonable access to all project sites and to all records related to this Agreement.

j. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Project Changes"
- "Termination"
- "Recordkeeping, Cost Accounting, and Auditing"
- "Indemnification"
- "Access to Sites and Records"

22.Certifications and Compliance

a. Federal, State & Local Laws

Recipient shall comply with all applicable federal, state and local laws, rules and regulations.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (40), marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their

obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the
requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).

2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of $100,000, the Recipient acknowledges that:

1) It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Air or Water Pollution Violation

Under the state laws, the Recipient shall not be:

1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

2) Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

f. Americans With Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

23. *Site Visits*

The California Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

24. *Budget Contingency Clause*

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

25. *Intellectual Property*

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

26. *Definitions*

- ***Agreement Period*** is the length of this Agreement between the Energy Commission and the Recipient. The Recipient's Project may coincide with or extend outside the Agreement Period.

- ***Eligible Renewable Energy Resource*** is defined in section 399.12(e) of the Public Utilities Code as an electrical generating facility that meets the definition of a "renewable electrical facility" in Section 25741 of the Public Resources Code with some restrictions listed in 399.12(e)(1) and (2). A renewable electrical generation facility must satisfy the criteria in Section 25741(a), which requires, among other things, that the facility use biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation of 30 megawatts or less, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that

technology.

- ***Equipment*** is defined as having a useful life of at least one year, having an acquisition unit cost of at least $5,000, and purchased with Energy Commission funds. ***Equipment*** means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of Materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

- ***Match Funds*** means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

- ***Materials*** means the substances used in constructing a finished object, commodity, device, article or product.

- ***Project*** refers to the entire effort undertaken and planned by the Recipient and consisting of the work co-funded by the Energy Commission. The project may coincide with or extend beyond the Agreement Term.

- ***Terms Relating to Data***

  - ***Technical Data*** or ***Data*** as used throughout this Agreement means recorded information regardless of form or characteristic, of a scientific or technical nature and used in the performance of this Agreement. It may, for example, document research; document experimental, developmental, demonstration, or engineering work; or be usable or used to define a design or process; or to procure, produce, support, maintain, or operate material.

- The data may be graphic or pictorial delineations in media such as drawings or photographs, test specifications or related performance or design type documents or computer software (including computer programs, computer software data bases, and computer software documentation). Examples of Technical Data include manufacturing techniques and methods, machinery, devices such as tools, products, or components, research and engineering data, engineering drawings and associated lists, specifications, engineering calculations, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical Data as used herein does not include financial reports, cost analyses and other information incidental to administration of this Agreement.

- ***Generated Data*** is that data that the Recipient collects, collates, records, deduces, reads out or postulates for use in the performance of this Agreement. In addition, any electronic data processing program, model or software system developed or substantially modified by the Recipient in the performance of this Agreement at Energy Commission expense, together with complete documentation thereof, shall be treated as Generated Data.

- ***Product Data*** is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission.

EXHIBIT D
CONTACTS

Commission Agreement Manager: Eli Harland California Energy Commission 1516 Ninth Street, MS - 45 Sacramento, CA 95814 Phone: (916) 653-8906 Fax: (916) 653-8251 e-mail: eli.harland@energy.ca.gov	**Recipient Project Manager:** Joshua Hart County of Inyo PO Drawer L, 168 North Edwards Independence, CA 93526 Phone: (760) 878-0263 Fax: e-mail: jhart@inyocounty.us
Commission Grant's Officer: Cory Irish California Energy Commission 1516 Ninth Street, MS - 18 Sacramento, CA 95814 Phone: (916) 654-4739 Fax: (916) 654-4423 e-mail: cory.irish@energy.ca.gov	**Recipient Administrator:** Kevin Carunchio County of Inyo PO Drawer L, 168 North Edwards Independence, CA 93526 Phone: (760) 878-0263 Fax: e-mail: kcarunchio@inyocounty.us
Commission Accounting Officer: Kathy Jones California Energy Commission 1516 Ninth Street, MS - 2 Sacramento, CA 95814 Phone: (916) 654-4377 Fax: (916) 653-1435 e-mail: kathy.jones@energy.ca.gov	**Recipient's Accounting Officer:** Kevin Carunchio County of Inyo PO Drawer L, 168 North Edwards Independence, CA 93526 Phone: (760) 878-0263 Fax: e-mail: kcarunchio@inyocounty.us
Commission Legal Notice: Tatyana Yakshina Grants and Loans Manager 1516 9th Street, MS-18 Sacramento, CA 95814-5512 Phone: (916) 654-4204 Fax: (916) 654-4423 e-mail: tatyana.yakshina@energy.ca.gov	

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
16

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Approval of Amendment No. 4 to the contract for engineering services with Eastern Sierra Engineering of Reno, Nevada (ESE).

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Amendment No. 4 to County of Inyo Standard Contract No. 156 between the County of Inyo and ESE for engineering services in an amount not to exceed $138,053 for the See Vee Lane Extension Project, increasing the contract amount from $95,421.00 to $233,474.00; and

2. Authorize the chairperson to execute Amendment No. 4, contingent upon obtaining appropriate signatures and upon adoption of the 2013-2014 and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Public Works Department recently awarded a contract to ESE to provide engineering and environmental services for various Public Works projects on an as-needed basis. ESE is currently providing services under this contract for materials testing services for the Sabrina Road Bridge Replacement Project and for pavement investigation services for the Independence Town Road Rehabilitation Project. ESE also provided services for the initial cultural resource studies for the Sunland Drive Bicycle Lanes Project. Amendment No. 4 to ESE's contract is for engineering and environmental feasibility studies for the proposed See Vee Lane Extension Project.

The proposed extension of See Vee Lane would consist of extending See Vee Lane from its intersection with U. S. 395, possibly to Choctaw Lane, and signalizing the intersection at U.S. 395. Some of the streets in Highlands would then be extended eastward to connect to the new See Vee extension. The objective of the project is to provide safer access to the Highlands Mobile Home Park (Highlands). Studies for the Bishop Area Access and Circulation Feasibility Study (BAACFS), which was prepared by Caltrans District 9 in 2003 at the request of the Inyo County Local Transportation Commission, indicated a high rate of accidents on U.S. 395 between See Vee and Pa Ha Lanes. One of the possible reasons for the high rate of accidents was identified as conflicts at the entrance/exit to the Highlands Mobile Home Park (Highlands). The BAACFS recommended extending See Vee Lane to Choctaw Drive and signalizing the intersection at U.S. 395 to give Highlands' residents a safer and shorter way to access U.S. 395. The project is being driven by Caltrans District 9. This phase of the project is 100 percent eligible for funding by the State Transportation Improvement Program (STIP). Currently, there is $250,000 programmed for the feasibility study phase of the project.

The planned approach to the project at this time is to conduct feasibility studies that would consist of land surveying to develop a base map for the project; traffic circulation studies to determine the potential effects on traffic patterns in Highlands; biologic, cultural, and wetlands delineation studies to assess whether the project is feasible from an environmental standpoint; and conceptual design of alternatives for the alignment of the See Vee Lane extension.

After these studies have been completed, and if the results indicate that the project is feasible and cost-effective, a public meeting would be held so that residents and management of Highlands and other affected property owners and interested parties could provide their input and concerns. Caltrans and Inyo County would lead the meeting. During the meeting, the results of the studies would be presented, alternatives for the alignment of the See Vee Lane extension and the eastward extension of streets in Highlands would be discussed.

The project may be controversial because the See Vee Lane extension would require a take of private homeowner land both to extend See Vee Lane and to extend roads in Highlands eastward. The project would also require an easement, right-of-way purchase, or condemnation of Los Angeles Department of Water and Power (LADWP) land that is directly east of Highlands. LADWP has not yet indicated whether they will participate in the project. LADWP has indicated that it needs more information about the alignment, drainage crossings, and utility issues before they determine whether they will participate. The feasibility studies described above will also provide this information to LADWP.

ALTERNATIVES:

The Board could choose not to approve Amendment No. 4. In that case, the county would not be able to conduct the feasibility studies and land surveys needed to move forward with the project.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant;
County counsel to review and approve Amendment No. 4;
Caltrans to reimburse the county for project costs as described below.

FINANCING:

The project is funded by the STIP, which will reimburse the county for 100 percent of the cost of the project. The project is eligible for Toll Credits, which will fund the 11.47 percent match for the project. Section 1044 of the Intermodal Surface Transportation Efficiency Act permits states to apply the value of certain highway expenditures funded with toll revenues toward the required state match on current federal-aid projects. The STIP program will reimburse the county for 88.53 percent of the project and the Toll Credits Program will pay the remaining 11.47 percent match.

The cost of ESE's services will be paid through budget unit 034601, State Funded Roads, object code 5739, See Vee Lane. The county will be reimbursed upon submittal of progress invoices for expenditures actually made. The funds will initially be loaned from the road fund, which will then be reimbursed with STIP and Toll Credits funds. The cost of ESE's services has been included in the requested Department Budget for 2013/2014.

APPROVALS		
COUNTY COUNSEL	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: yes Date 9/20/2013
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 9/20/2013
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: ✓ Date 9/23/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Lyn M. Flanigan Date: 9/20/2013

9/23/13

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE SEE VEE LANE EXTENSION PROJECT

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eastern Sierra Engineering of Reno, Nevada (hereinafter referred to as "Consultant"), have entered into an Agreement for the Provision of engineering services dated June 15, 2012, on County of Inyo Standard Contract No. 156, for the term from June 15, 2012 to June 15, 2015.

WHEREAS, County and Consultant 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 Consultant hereby amend such Agreement as follows:

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

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed Two Hundred Thirty-Three Thousand, Four Hundred Seventy-Four Dollars and No Cents ($233,474.00) (hereinafter referred to as "Contract limit").

3. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for engineering and environmental services for the See Vee Lane Extension Project as described in Eastern Sierra Engineering's proposal entitled *Revised Preliminary Engineering, Traffic Circulation and Environmental Studies, See Vee Lane Extension Project,* dated June 17, 2013, which is included in Attachment A4 to the Contract.

4. Eastern Sierra Engineering's fees for the scope of work described in Attachment A4 to the Contract shall be the fees described in Eastern Sierra Engineering's proposal entitled *Revised Preliminary Engineering, Traffic Circulation and Environmental Studies, See Vee Lane Extension* Project, dated June 17, 2013, which is included as Attachment B4 to the Contract.

The effective date of this amendment to the Agreement is October 1, 2013.

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

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE SEE VEE LANE EXTENSION PROJECT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2013.

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____

Dated: 9/12/13

Taxpayer's Identification Number:

20-0986439

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____ 9/20/2013
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

Z:\CAD\Current Projects\MATERIALS TESTING CONTRACTS\RFQ 2012\ESE 2012 Contract\Amendment No. 4 - See Vee Extension\See Vee - ESE's Amendment No. 4 - See Vee.DocxZ:\CAD\Current Projects\MATERIALS TESTING CONTRACTS\RFQ 2012\ESE 2012 Contract\Amendment No. 4 - See Vee Extension\See Vee - ESE's Amendment No. 4 - See Vee.Docx

ATTACHMENT A4

AGREEMENT BETWEEN THE COUNTY OF INYO AND Eastern Sierra Engineering FOR THE PROVISION OF ENGINEERING SERVICES FOR THE SEE VEE LANE EXTENSION PROJECT

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCOPE OF WORK:

The scope of work described in the original Contract, dated June 15, 2012, is revised to include additional tasks required for engineering and environmental services for the See Vee Lane Extension Project. The scope of services and estimated fee for these services shall be in general accordance with Eastern Sierra Engineering's proposal entitled *Revised Preliminary Engineering, Traffic Circulation and Environmental Studies, See Vee Lane Extension Project,* dated June 17, 2013, which is included in this Attachment A4.

EASTERN
SIERRA
ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

June 17, 2013

12.1.37

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

RE: Revised Preliminary Engineering, Traffic Circulation and Environmental Studies See Vee Lane Extension Project

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to provide this revised proposal for Preliminary Engineering, Traffic Circulation and Environmental Studies Services for the proposed See Vee Lane Extension Project located in Bishop, California. This proposal is based on our discussions on 9/12/12, our meeting and subsequent telephone conversion with Caltrans, an additional site visit on 10/12/12, our conference call on 12/10/12, and your e-mail dated 5/28/13. ESE will provide the preliminary engineering in support of both the traffic circulation and environmental studies. Traffic Works will provide the traffic circulation study and Panorama Environmental Inc. (Panorama) will provide the environmental studies for this project as sub-consultants to ESE.

Preliminary Engineering Support

This task will be performed by ESE and will include conceptual plans for alternatives generated from the traffic circulation study and preparation of baseline studies in support of California Environmental Quality Act (CEQA). ESE's scope will include developing a project study area for environmental and traffic studies and preparation of conceptual plans for alternatives based on environmental and traffic studies. Roadway alignments, easement/right-of way requirements, and project costs will be determined for the alternatives.

We anticipate up to six meetings to be held in Bishop. These meetings are anticipated to include meetings with the County, Caltrans, City of Bishop and other groups regarding traffic and environmental issues. ESE will prepare the necessary conceptual plan exhibits for meeting discussions.

At the conclusion of the scope of work, ESE will provide a letter report of findings/recommendations which will include the baseline studies; conceptual plan exhibits; estimated costs for final environmental engineering, engineering, right-of-way and construction; and recommendations necessary to go forward with the CEQA process on the selected alternative for the extension of See Vee Lane.

Once the alternative is selected, an additional proposal will be provided to the County for the preparation of the CEQA document and preparation of permit applications. The additional proposal will also include a scope of work and costs for obtaining project right-of-way/easements, geotechnical investigation, and final engineering plans and specifications for the selected alternative.

Traffic Circulation Study

The traffic circulation study will include several scenarios including signalizing See Vee Lane at US 395 with no significant extension north; signalizing See Vee Lane at US 395 and extending See Vee Lane to Choctaw Lane; signalizing See Vee Lane at US 395 and extending See Vee Lane to an existing roadway (perhaps Edinburgh) within the Highlands Mobile Home Park; and opening an "exit only" access at the rear of the mobile home park to Choctaw Lane. The complete traffic circulation study proposal prepared by Traffic Works is attached.

Environmental Studies

Environmental documentation in compliance with CEQA is required for the project. Federal funding of the project is not anticipated and therefore, analysis under the National Environmental Policy Act (NEPA) is not included in this proposal. This proposal includes preparation of baseline studies to support preparation of a letter report with recommendations for the CEQA environmental review process. An economic impact assessment is not required under CEQA and therefore is not included in this proposal. The scope of work proposed by Panorama (attached) will include the following tasks:

- Baseline Studies including:
    - Cultural Resource Studies
    - Wetland/Waters Delineation
    - Biological Study
- CEQA Recommendations Letter
- Meeting and Coordination
    - Kick-Off Meeting
    - Meeting with Public
    - Third Meeting

Fees for ESE's services would be provided on a time and expense basis utilizing the rates shown in the attached Standard Rate Schedule. With the scope outlined above, we estimate the fees for our services to be $138,053. The attached Estimated Cost Summary presents a breakdown of our estimate.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information. The estimated not-to-exceed amount would not be surpassed without your written authorization. Additional authorized work outside the above outlined scope of work will be billed according to the attached Schedule of Charges.

Sincerely,
Eastern Sierra Engineering, P.C.

Debbie Davis Jenkins, P.E.
Senior Engineer
CA PE C 57235

Shawn W. Jenkins, P.E.
Principal Engineer
CA PE C 50232

Attachments: Estimated Cost Summary
Eastern Sierra Engineering's Standard Rate Schedule
Traffic Works Proposal
Panorama Environmental, Inc. Proposal

PANORAMA
ENVIRONMENTAL, INC.

June 5, 2013

Shawn Jenkins
Eastern Sierra Engineering
415 Towne Drive
Reno, Nevada 89521

Subject: Revised Proposal for See Vee Lane Extension Project

Dear Shawn:

Panorama Environmental, Inc. (Panorama), is pleased to provide this proposal for environmental services on the See Vee Lane Extension Project. This proposal has been revised to reflect communication with Lynn Flanigan at Inyo County, DPW.

If you have any questions regarding this proposal, please contact me at (650) 340-4803.

Sincerely,

/SH

Susanne Heim
Project Manager

Enclosures:
Appendix A Scope of Work and Budget
Appendix B Panorama Rate Sheet

PANORAMA
ENVIRONMENTAL, INC.

SCOPE OF WORK FOR THE SEE VEE LANE EXTENSION PROJECT

INTRODUCTION

The See Vee Lane Extension Project involves extending See Vee Lane north from Highway 395 along the eastern boundary of Highlands Mobile Home Park in Inyo County, California. The extension of See Vee Lane may connect with an extension of Choctaw Lane along the northern boundary of Highlands Mobile Home Park. Alternatives for traffic routing to the extension of See Vee Lane are being explored. The California Department of Transportation (Caltrans) has proposed installation of a traffic signal at the intersection of See Vee Lane and Highway 395.

Discretionary approval by Inyo County Public Works (County) would be required to construct the project and therefore it is subject to review under the California Environmental Quality Act (CEQA). Other state agencies such as Caltrans and California Department of Fish and Game (CDFG) could use the CEQA analysis to inform their issuance of discretionary permits. Inyo County would be the lead agency under CEQA. Federal funding of the project is not anticipated and analysis under the National Environmental Policy Act (NEPA), therefore, is not included in this proposal.

This scope of work includes preparation of baseline studies to support preparation of a letter report with recommendations for the CEQA environmental review process. An economic impact assessment is not included in this scope of work because consideration of economic impacts is not required under CEQA. However, an economic analysis could be conducted by the County separate from CEQA in order to address public comments and respond to public controversy over the project. Should the County be interested in performing an economic impact analysis, this task could be conducted under a separate scope and budget.

TASKS

Task 1: Baseline Studies

Task 1.1 Cultural Resource Studies

Panorama will oversee performance of a cultural resources inventory (CRI) and report that will be prepared by ASM Affiliates (ASM). The CRI will include a records search, which will consist of a review of site records, survey reports, national and California register listings, and other relevant documents of the California Historical Resources Information System. The records search will be conducted within a 0.5-mile area surrounding the centerline of the project. ASM will also conduct a field inventory using 15 meter transects of a 0.25 mile-wide alignment along the 1.1-mile extension of See Vee Lane and any other areas proposed for construction and

ground disturbance. Due to the project's proximity to Bishop Creek and several wetlands, it is anticipated that archaeological and historical resources may be found within the proposed project area. This scope of work and cost estimate assumes that two sites will be identified and recorded. It is assumed that two sites will be recorded or updated. If additional sites are located, a scope and budget augment will be required to prepare site records and address impacts to those sites.

ASM will include the results of the records search, CRI, and site records in a Cultural Resources Report. The report will meet the standards of Section 106, since a Section 404 permit is anticipated for the project. The report will include a map of the Area of Potential Effects (APE), the results of the records search, a description of the survey methods, the results of surveys, and recommendations and/or treatment options to mitigate for impacts to any significant resources. Note that if significant sites are found, additional survey work such as excavation may be required before impacts and mitigation can be defined. A separate scope and budget would be prepared if such work is required.

Task 1.2 Wetland/Waters Delineation

Panorama will oversee preparation of a wetland delineation that will be prepared by 7Q10, Inc. The waters and wetland delineation will be performed on a 0.25-mile wide corridor along the approximately 1.1 mile alignment for See Vee Lane. The waters and wetland delineation will include desktop evaluation and field investigation to determine the presence or absence of waters of the United States (wetlands and other waters) subject to possible regulation by the U.S. Army Corps of Engineers (USACE) and the California Department of Fish and Game (CDFG). The extent of wetlands will be determined in accordance with USACE regulations, required 1987 methodology, and the Mountains Valley & Coast Supplement, based on current and historical land use conditions. Areas identified as waters of the United States or wetlands will be reviewed with respect to possible exemption from USACE regulation. Based on a preliminary review of aerial photos it appears that there may be irrigated wetlands that could be exempt from federal jurisdiction. Additional discussion with USACE and RWQCB would be required to determine the jurisdictional status of these waters. Waters of the State will be delineated in accordance with CDFG guidance. A wetland delineation report will be prepared and Panorama will coordinate with USACE to receive verification of the delineation. This task includes a field visit with the USACE for verification of the delineation.

Task 1.3 Biological Study

Panorama will oversee preparation of a biological evaluation that will be prepared by Eremico Biological Services (EREMICO). EREMICO will conduct a database query of the California Natural Diversity Database, a literature review, and will consult with agency personnel to generate a list of potential special-status species that could occur on the project site. Potential species that could occur include Owens pupfish, Owens speckled dace, Owens tui chub, and Owens sucker.

A reconnaissance survey will then be conducted of the project area and a 0.25-mile wide corridor. The survey will assess the potential to support special-status species and will

document wildlife and plant species present on site during the time of the site visit. Habitats will be mapped in GIS. If threatened or endangered species are found to potentially occur on site, protocol surveys may be required. Panorama will consult with the USFWS and CDFG to determine the need for protocol surveys. A scope and budget amendment would be required if protocol surveys must be conducted.

EREMICO will prepare a biological report that addresses the results of the CNDDB and literature review, describes the existing setting including habitat types, special status plants and animals, and wetlands; describes the survey methods and results; and describes the impacts of the project on biological resources, including mitigation to minimize effects as needed.

TASK 2: RECOMMENDATION LETTER

Panorama will prepare a letter report that summarizes the findings of the baseline studies and provides recommendations for the CEQA environmental review process to the County at the completion of Task 1, Baseline Studies. The letter report will include a scope and budget for the environmental review process.

TASK 3: MEETINGS AND COORDINATION

It is assumed that up to three meetings will be held in Inyo County for the proposed project. The meetings would include:

- Kick-off meeting with Eastern Sierra Engineering and the County
- Public meeting to discuss project and alternatives
- A second public meeting at the discretion of the County

The purpose of the first meeting will be to clarify the scope of the environmental analysis that is being conducted and to discuss the proposed project.

One public meeting will be held in or near Highlands Mobile Home Park to engage the public and solicit early comments on the project and alternatives. A second public meeting is included in the scope and budget due to the anticipated public controversy over this project. It is assumed that ESE or the County would coordinate and secure the location for the public meeting(s) and prepare any direct mailers or email blasts for the meeting.

Panorama will also coordinate with the County, Caltrans, and ESE as needed throughout the duration of the project.

DELIVERABLES

The following deliverables will be provided to ESE and the County:

- Draft Cultural Resources Report
- Final Cultural Resources Report

- Draft wetland delineation report and map (1" = 200') that depicts the location of wetlands and other waters of the United States potentially subject to USACE jurisdiction, including CDFG (riparian habitat)
- Final wetland delineation report
- Draft Biological Evaluation Report
- Final Biological Evaluation Report
- Recommendations Letter report
- Meeting notes

BUDGET

ESTIMATED COSTS

Budgets for each task are presented below.

Project Budget	
Task	**Estimated Costs**
Task 1: Baseline Studies	$54,686
Task 2: Recommendations	$6,360
Task 3: Meetings and Coordination	$20,611
Total	**$81,657**

ASSUMPTIONS

- Up to five cultural resources will be recorded.
- Up to three in-person meetings will be attended
- Only reconnaissance biological and pedestrian cultural resource studies are required. Noise measurements, traffic counts, air modeling, and a visual analysis are not included. If any of these studies or more detailed biological and cultural resource studies are needed, a scope and budget amendment may be required.
- No NEPA analysis is required.
- This scope and budget does not include preparation of a CEQA document and preparation of permit applications. A scope and budget amendment will be prepared for these phases after the completion of baseline studies, if the project is to proceed.

SCHEDULE

A schedule for completion of work is presented below. Schedule assumptions are similar to budget assumptions. If additional studies are needed, the schedule may be extended to accommodate the extenuating circumstances. A more detailed schedule will be prepared in consultation with ESE and the County during the process.

Project Schedule	
Task	**Completion from Notice to Proceed**
Task 1: Baseline Studies	**8 weeks**
Cultural Study	8 weeks
Wetland Delineation	8 weeks
Biological Study	8 weeks
Task 2: Recommendations	**20 weeks**
Recommendations Letter	20 weeks
Task 3: Meetings and Coordination	16 weeks
Meeting 1: Kick-Off Meeting	1 week
Meeting 2: Meeting with Public	8 weeks
Meeting 3: Third Meeting	16 weeks

TRAFFIC WORKS

Traffic Engineering & Transportation Planning

November 6, 2012

Mr. Shawn Jenkins, PE
Eastern Sierra Engineering
4515 Towne Drive, Suite A
Reno, NV 89521

REVISED Proposal for See Vee Lane Extension Traffic Circulation Study

Dear Shawn,

Thank you for the opportunity to submit this proposal to provide ESE with a traffic circulation study for the proposed See Vee Lane extension, north of US 395, in Inyo County and Bishop, CA. Traffic Works has prepared this scope of work based on our site visit conducted October 12, 2012 and our experience providing these services for numerous similar projects.

SCOPE OF WORK

The following tasks are provided in a menu style format to be authorized based on determined need as the project progresses. Each task presented below can be authorized individually without respect to any other task, except that Task 1 contains the base data collection work and is necessary for the subsequent tasks.

Task 1 – Analyze Signalization of See Vee Lane/US 395 Intersection (No Extension) - $ 3,000

This scenario will consider the proposed signalization of See Vee Lane but with essentially the existing intersection configuration (no significant extension north). The questions to be answered are: How many and what length of gaps would be created at the Highlands Mobilehome Park access by signalizing the See Vee Lane/US 395 intersection? and, Would these gaps and other resulting traffic conditions be sufficient to mitigate the current safety concerns at the Highlands access? To address these questions we will:

- Conduct weekday AM & PM peak hour turning movement counts at the See Vee Lane and Highlands Mobilehome Park access intersections with US 395
- Analyze traffic platooning and gaps with and without a signal at See Vee Lane
- Determine the probable affects to drivers exiting the Highlands driveway
- Determine if the See Vee Lane intersection meets MUTCD Signal Warrants (specifically Warrant 2, "Four-Hour Vehicular Volume" and Warrant 3, "Peak Hour", no other warrants are included)
- Provide a letter report with supporting materials

Task 2 – Analyze See Vee Lane Extension and Choctaw Extension (No Highlands Access) - $ 800

This scenario is aimed at assessing the traffic volume that will be generated on the See Vee and Choctaw Lane extensions due to the new connection, but without any connection to the Highlands Mobilehome Park. It could also be considered the baseline extension scenario. Our analysis will:

- Determine traffic volumes diverted to See Vee Lane and Choctaw Lane
- Determine if signal warrants (Warrants 2 and 3) are met at the See Vee Ln/US 395 intersection
- Evaluate effects at the Highlands access
- Include this scenario in the letter report

Task 3 – Analyze Connecting Highlands Mobilehome Park to See Vee Lane (South Location) - $ 1,500

Recognizing the current accident history at the Highlands access, this scenario attempts to reduce or eliminate turning movements there by creating a desirable alternate route using a southern connection from the Highlands Mobilehome Park to See Vee Lane (perhaps at Edinburgh, one of the existing internal roadways). A southern location is anticipated to have the greatest benefit. We will:

- Estimate the diversion of traffic from the existing Highlands driveway to See Vee Lane
- Consider this scenario both with and without the existing driveway
- Discuss internal access and circulation issues
- Determine if signal warrants (Warrants 2 and 3) are met at the See Vee Ln/US 395 intersection
- Calculate peak hour intersection level of service and determine necessary lane configurations at the See Vee Lane/US 395 intersection
- Include this scenario in the letter report

Task 4 – Analyze Connecting Highlands Mobilehome Park to See Vee Lane (Rear Exit) - $ 1,000

Anticipating residents within the Highlands Mobilehome Park may oppose a southern connection to See Vee Lane and the resulting traffic patterns/volumes on internal roadways, this scenario will consider opening an "exit only" access at the rear of the mobilehome park to Choctaw Lane. At this time it must be assumed the current access would remain open in its current condition. We will:

- Determine the change in travel patterns and volumes within the mobilehome park, on Choctaw Lane, and on See Vee Lane
- Discuss internal access and circulation issues
- Determine if signal warrants (Warrants 2 and 3) are met at the See Vee Ln/US 395 intersection
- Calculate peak hour intersection level of service and determine necessary lane configurations at the See Vee Lane/US 395 intersection
- Include this scenario in the letter report

Task 5 – Project Meetings and Coordination - $ 6,600

This task will be utilized for attendance at a variety of meetings with Inyo County, City of Bishop, Caltrans, and the project team. This task will also be utilized for meeting preparation & attendance,

necessary administrative duties, including invoicing, and other project coordination specific efforts upon your request. This task includes:

- Three (3) meetings in Bishop, CA
- Up to 16 hours of general administrative/coordination duties

Any additional meetings will be attended only upon your request and authorization, and will be billed on a time-and-materials basis as follows: Meeting Time @ $165/hour, Travel Time @ $105/hour (which includes mileage reimbursement).

Task 6 – Public Meeting ($2,000)

This task will be utilized to prepare for and attend a public information meeting specifically engaging residents of the Highlands Mobilehome Park, as requested by Caltrans staff. We anticipate the meeting will be held in Bishop and that ESE will prepare all required illustration boards with our input.

BUDGET

Traffic Works will perform Tasks 1-6 for the lump sum fixed fee associated with each task. Additional meetings will be considered out-of-scope and billed as outlined in Task 5.

SCHEDULE

Traffic Works will coordinate the above effort with the overall project schedule so long as reasonable time frames and advance notice are given.

CONTRACT TERMS

We understand this work will be performed under a sub-consultant agreement to ESE, in accordance with the terms of Inyo County's Professional Services Agreement. We hereby reserve the right to review the provisions of both agreements and incorporate mutually agreeable terms prior to engaging in this work.

Thank you for considering Traffic Works for this project. We sincerely appreciate the opportunity to assist ESE and Inyo County, and look forward to working with you. Please do not hesitate to contact me at 775.322.4300 with any questions or concerns.

Sincerely,
TRAFFIC WORKS

Loren E. Chilson, PE
Principal

ATTACHMENT B4

AGREEMENT BETWEEN THE COUNTY OF INYO AND Eastern Sierra Engineering FOR THE PROVISION OF ENGINEERING SERVICES FOR THE SEE VEE LANE EXTENSION PROJECT

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCHEDULE OF FEES:

Eastern Sierra Engineering's fees for the scope of work described in Attachment A4 to the Contract shall be the fees described in the *Estimated Cost Summary Table* and the *2013 Standard Rates for Technical Services* in Eastern Sierra Engineering's proposal entitled *Revised Preliminary Engineering, Traffic Circulation and Environmental Studies, See Vee Lane Extension Project,* dated June 17, 2013, which is included in this Attachment B4 to Amendment No. 4.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A4, *Scope of Work.*

The fee and hours summary shown in Attachment B4 are estimates of probable costs, and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the consultant. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

Estimated Cost Summary
Traffic Circulation and Environmental Studies
See Vee Lane Extension Project

	ESE Labor				Subconsultant			
Item	Principal Engineer	Senior Engineer	Staff Engineer	Travel	Traffic Works	Panorama	10% mark-up	Total Price
	$ 135/hr	$ 120/hr	$ 100/hr	$ 70/hr				
Preliminary Engineering Support	24	100	124	60				
Traffic Circulation Study					$ 14,900		$ 1,490	$ 16,390
Environmental Studies						$ 81,657	$ 8,166	$ 89,823
Total Hours	24	100	124	60				
Total Cost	**$ 3,240**	**$ 12,000**	**$ 12,400**	**$ 4,200**				**$ 138,053**

Total ESE Labor Cost	$ 31,840
Total Traffic Circulation Studies	$ 16,390
Total Environmental Studies	$ 89,823
Total Estimated Project Cost	**$ 138,053**

EASTERN SIERRA ENGINEERING

EASTERN
SIERRA
ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

2013 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	$170.00/hour
Principal Engineer	$135.00/hour
Project Manager	$120.00/hour
Senior Engineer	$120.00/hour
Project Engineer/Designer	$105.00/hour
Staff Engineer/Designer	$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	$100.00/hour
Technician/Inspector (Prevailing Wage)	$95.00/hour
Senior Technician/Inspector (Regular Wage)	$85.00/hour
Technician/Inspector (Regular Wage)	$80.00/hour

II. Expenses

A. Expenses

Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	$20.00/each
Pachometer	$7.50/hr
Torque Wrench	$25.00/day
Skidmore	$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Laboratory Testing

Tests	Unit Price/Test
Index Tests	
Moisture Content (ASTM D2216)	$20.00
Moisture Content and Dry Density	$35.00
Atterberg Limits (ASTM 4318)	$85.00
Particle Size Analysis	
Sieve	$90.00
Minus #200 (ASTM D 1140)	$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	$200.00
Specific Gravity	
Soils (ASTM D 854)	$80.00
Fine Aggregate w/ Absorption (ASTM C128)	$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	$75.00
Moisture-Density Relations	
Standard Proctor (ASTM D 698)	$165.00
Modified Proctor (ASTM 1557)	$165.00
Compaction Check Point	$55.00
Rock Correction per Test	$75.00
Aggregate Testing	
Clay Lumps and Friable Particles (ASTM C 142)	$75.00
Flat and Elongated	$100.00
Fractured Faces (Nev T 230)	$80.00
Sand Equivalent (ASTM D 2419)	$75.00
Organic Impurities (ASTM C40)	$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	$60.00
Sodium Soundness of Aggregates (ASTM C88)	$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	$130.00
Durability Index, coarse and fine	$160.00
Cleanness	$140.00
Other Testing	
R-Value Untreated Field Sample (ASTM D2844)	$250.00
Concrete Testing	
Compression of Concrete Cylinder (ASTM C39)	$25.00
Compression of Grout Cylinder (UBC 24-28)	$20.00
Compression of Mortar Cylinder (UBC 24-22)	$20.00
Hold Cylinder (cured not tested)	$12.00
Flexural Strength of Concrete Beams (ASTM C78, C293)	$50.00
Concrete Trial Batch	$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition	$100.00
Bitumen Content by Extraction	$140.00
Aggregate Gradation	$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	$75.00
Marshall Stability and Flow (ASTM D1559)	$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	$90.00
Unit Weight of Asphalt Core (ASTM D2726)	$25.00
Hot Mix Asphalt Mix Design	upon request
Swell of Bituminous Mixtures	$150.00
Moisture Content of Asphalt Mixture	$40.00
Effects of Moisture on AC Mixtures (ASTM D4867)	$500.00
Moisture Vapor Susceptibility	$150.00

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	$55.00
H20 Analysis, Chloride, and Sulfate Content	$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
17

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Request to temporarily close the roads affected by the Independence Town Roads Rehabilitation Project for chip and fog seal operations.

DEPARTMENTAL RECOMMENDATIONS: Request that the Board ~~allow~~ direct William Kanayan Construction and their subcontractor, Intermountain Slurry Seal Inc., to temporarily close the roads in Independence affected by the Independence Town Roads Rehabilitation Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The final phase of the Independence Town Roads Rehabilitation Project is scheduled to begin on October 7th, 2013. This phase shall include placing chip and fog seals on East and West Market Streets, North and South Washington Streets, East and West Park Streets, East and West Payne Streets, North Clay Street and Rosedale Street. For the safety of the public and the safety of the contractor it is recommended that the streets be closed to the public for a maximum of four (4) hours per street. The chip and fog seals will encompass the entire paved width of the streets. In addition to public and contractor safety, the fog seal takes at least an hour to cure in order to avoid the emulsion sticking to tires and possibly being flung onto the undersides of vehicles or out into the public right of way. Signs and barricades will be placed on the streets and at intersections to inform the public of the road closure. Notices of the work to be performed have already been handed out to the owners of the possible properties affected as well a being posted at various high visibility locations throughout Independence. The Fire Department as well as the Sherrif's Office will also be notified of the road closures.

ALTERNATIVES:
The Board could choose not to allow the temporary closure of the streets. Non-closure could jeopardize the safety of the contractor, the subcontractor and the public. The County could also be at risk for any damage done to vehicles or personal property within the right of way during the chip and fog seal placement. If the proper cure times for the seals are not adhered to the product could be compromised.

OTHER AGENCY INVOLVEMENT:
County counsel to review and approve agenda request.

FINANCING: There is no financial impact from the temporary closure of the roads.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Margaret Kemp-Williams Date 9/19/2013
AUDITOR/CONTROLLER NA	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:_____ Date_____
PERSONNEL DIRECTOR NA	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Lynn M Glazier Date: 9/19/13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: (1) Declare Johnstone Supply a sole-source provider for FY 2013-2014; and (2) Approve a blanket purchase order for FY 2013-14.

DEPARTMENTAL RECOMMENDATIONS:
Request your Boarad: (1) Declare Johnstone Supply a sole-source provider for FY 2013-14. (2) Approve a blanket purchase order to Johnstone Supply in the amount of $12,000 for Building and Maintenance for FY 2013-14.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Building and Maintenance currently services and repairs all of the heating, air-conditioning, and refrigeration units at County facilities. To accomplish this task, a wide variety of repair parts are needed. Johnstone Supply carries and has access to an extensive inventory of heating, air-conditioning, and refrigeration parts, which can be shipped and delivered to County facilities in a twenty-four to forth-eight hour period. The expedited shipping provided by Johnstone Supply is crucial to keep adequate climate control and refrigeration in aging County facilities. Johnstone Supply is currently the only vendor that can provide the essential parts in a timely manner and they also carry a variety of parts that are used in the County's older heating, A/C, and refrigeration units.

ALTERNATIVES:

Not approving this request could delay the future repairs of heating, air-conditioning, and refrigeration units at County facilities.

OTHER AGENCY INVOLVEMENT:

Purchasing Department and Auditor Controller.

FINANCING:
Included in the 2013-2014 Fiscal Year Budget, 011100, Maintenance Buildings & Grounds, Object Code 5199 Maint. Of Structures, Buildings & Grounds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: yes Date 9/20/2013
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 9/20/2013
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/20/20

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
19

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Purchase of two (2) used, portable message boards

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the Purchase of two (2) used, portable message boards
2. Approve one (1) Purchase Order, to United Rentals of Ridgecrest, California, in the amount of $14,580. This amount includes sales tax but does not include license fees.
3. Formally approve the purchase from this vendor as a "Sole Source", for the reasons stated in the "Summary Discussion" below.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting to purchase two (2) used message boards currently being rented by the Department. The boards will be utilized for traffic control purposes on various road projects throughout the County. They are commonly used by road departments, utility companies, private enterprise and others as a way of conveying traffic related messages to motorists and pedestrians alike. Caltrans and others require this type of message board when work is done within or adjacent to their roads. In the past, the Road Department has rented this type of message boards on an "as needed" basis. The increased need for equipment of this type has made purchasing a viable option. The current rental rate for the two message boards is $2,144 per month

Because these two (2) message boards are both used, the Road Department did not use a formal bid process but are considering United Rentals, to be a "sole source" provider.

ALTERNATIVES:

1. The Board could decide not to approve this request. This is not recommended, as the Road Department will always need message boards for traffic control situations. Rental costs will soon ecliplse the purchase amount and so it makes good business sense to purchase these message boards instead of continuing to rent them.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office
County Counsel

FINANCING:

There are sufficient funds available in the 2013/2014 Road Equipment budget (034600) Object Code 5650.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: yes Date 9/19/2013
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 9/19/13
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: Date

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: 9/20/13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
20

FROM: Road Department

FOR THE BOARD MEETING OF: ~~September 10~~ October 1st, 2013

SUBJECT: **Road Closure on School St. between Baker Creek Road and Bartell Road, October 12, 2013 from 8:45 AM to 10:00 AM.**

DEPARTMENTAL RECOMMENDATIONS:
Approve the closure of School Street during the morning of October 12, 2013 for the purpose of the Big Pine Homecoming Parade. The Big Pine Unified School District will be required send notices of road closure to all residents on School Street, Crocker Street and Cornell Street at least 48 hours prior to road closure and other notices hall be posted thoughout the community and in the Post Office.The closure is described in the attached drawing.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The applicant, Dave Calloway has submitted a Special Event Permit Application, and is requesting permission to close the road for the Big Pine Homecoming Parade.

Previously, CA-395 would be closed and traffic would be rerouted onto Blake Street to School Street to County Road. The Superintendent of the Big Pine Unified School District would like to avoid CA-395 and allow the parade to occur on School Street.

ALTERNATIVES:
The Board could choose not to approve the Road Closure and Big Pine High School would have to request permission from CalTrans to close CA-395 for the parade, using School Street as an alternative route.

OTHER AGENCY INVOLVEMENT:
(1) Inyo County Sheriffs Office.

FINANCING: Not applicable

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: yes Date 9/30/13
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: N/A Date
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/9/13

For Clerk's Use Only:
AGENDA NUMBER

21

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Sheriff William Lutze

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Approval of Payment for Sun Ridge Systems, Inc.

DEPARTMENTAL RECOMMENDATION: Request that the Board:

A) Declare Sun Ridge Systems Inc. as sole source, and

B) Approve the purchase order and payment to Sun Ridge Systems, Inc. for RIMS annual support services in the amount of $21,668.75 from July 1, 2013 through June 30, 2014.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Each year, we pay a yearly fee for Annual support & maintenance.

ALTERNATIVES: Not approve the purchase order and payment. This is not recommended as we need the maintenance to keep the system up to date.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's

FINANCING: Funding is included in the requested 2013-2014 budget in Budget Unit 022950 CAD RIMS, object code 5265 Professional Services. The Warrant Automation Trust 502202 will reimburse for the JALAN portion of the bill ($1,700).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 9/12/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date_____

DEPARTMENT HEAD SIGNATURE: Bill Lutze by Janis L Odum admin asst Date: 9-16-13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Invoice

Sun Ridge Systems, Inc.
www.SunRidgeSystems.com

PO Box 5071
El Dorado Hills, CA 95762
530-676-7128

Date	Invoice #
9/6/2013	3231

Bill To	Ship To
Inyo County Sheriff Attn: Lauri Harner PO Drawer S Independence, CA 93526	

P.O. Number	Terms
	Due on receipt

Quantity	Item Code	Description	Price Each	Amount
	Warranty and Sup...	RIMS Annual Support Services - CAD	4,331.25	4,331.25
	Warranty and Sup...	RIMS Annual Support Services - RMS	4,331.25	4,331.25
	Warranty and Sup...	RIMS Annual Support Services - E911	866.25	866.25
	Warranty and Sup...	RIMS Annual Support Services - Mug	866.25	866.25
	Warranty and Sup...	RIMS Annual Support Services - InCustody	4,331.25	4,331.25
	Warranty and Sup...	RIMS Annual Support Services - Mapping	1,890.00	1,890.00
	Warranty and Sup...	RIMS Annual Support Services - Property Management	551.25	551.25
	Warranty and Sup...	RIMS Annual Support Services - Identix	472.50	472.50
	Warranty and Sup...	RIMS Annual Support Services - Collaborate	787.50	787.50
	Warranty and Sup...	RIMS Annual Support Services - CLETS	1,260.00	1,260.00
	Warranty and Sup...	RIMS Annual Support Services - TIMS (pro rated)	281.25	281.25
	Warranty and Sup...	RIMS Annual Support Services - JALAN	1,700.00	1,700.00
		Support Dates: July 1, 2013 - June 30, 2014		
		Sales Tax	8.00%	0.00

Please remit to the above address
For Questions please e-mail cubs@sunridgesystems.com

Total $21,668.75

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

☒ There is only one known source because:

- ☒ This is a sole provider of a licensed, copyrighted, or patented good or service.
- ☐ This is a sole provider of items compatible with existing equipment or systems.
- ☐ This is a sole provider of factory-authorized warranty service.
- ☐ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).

☐ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. **RIMS Annual support for 7/1/14-6/30/2015 for our record management system. $21,668.75 ($1,700 is for JALAN, which will be reimbursed by the Warrant Automation Trust).**	
DEPARTMENT CONTACT PERSON & TITLE Lt. Randy Geiger	
DEPARTMENT NAME Sheriff	PHONE Ext. 0325
REQUESTED SUPPLIER/CONSULTANT NAME Sun Ridge Systems, Inc. (PEID T021067)	SUPPLIER CONTACT PERSON Carol Jackson
SUPPLIER ADDRESS P.O. Box 5071 El Dorado Hills, CA 95762	SUPPLIER CONTACT'S PHONE NUMBER 530.676.7128

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.

Randall Geiger Lt. — 09/10/2013

Signature of Requestor — *Date*

President/CEO Approval — *Date*

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

XX Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: WATER DEPARTMENT/SALTCEDAR PROJECT

FOR THE BOARD MEETING OF: **October 1, 2013**

SUBJECT: **PURCHASE OF HERBICIDE AND OIL DILUENT**

DEPARTMENTAL RECOMMENDATION:

It is requested that your Board approve the purchase of:

- One hundred fifty (150) gallons of Garlon 4 herbicide and two hundred twenty five (225) gallons of Improved JLB Oil Plus, with dye, from Silverado Ranch Supply

The total amount of the purchase order will be $22,145.40 including tax; this purchase will be for use in the control of saltcedar.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Salt Cedar Control Program has the need to purchase herbicide and diluent for the ongoing control of saltcedar. The Water Department requested pricing from Red River Specialties, Inc., Silverado Ranch Supply, Target Specialty Products and Wilbur-Ellis for the chemicals needed. The following bid was received:

Vendor	Garlon 4 Per Gallon	Improved JLB Oil Plus Per Gallon
Silverado Ranch Supply	110.00	17.80

ALTERNATIVES:

Not authorize the purchase order and require re-bidding of the chemicals.

OTHER AGENCY INVOLVEMENT:

Purchasing and Auditor-Controller

FINANCING:

There are sufficient funds in the Saltcedar Project Budget Unit (024502), General Operating (5311) to cover these purchases

APPROVALS	
COUNTY COUNSEL: **N/A**	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 9/11/2013
PERSONNEL DIRECTOR: **N/A**	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 9/11/13

For Clerk's Use Only:
AGENDA NUMBER

23

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☒ Informational

FROM: Inyo County Child Support

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Lease Agreement between the County of Inyo and IPTV-B-L6-192, a Delaware LLC.

DEPARTMENTAL RECOMMENDATION:

Request Board approval of the Lease Agreement between the County of Inyo and IPTV-B-L6-192, a Delaware LLC, for the real property described as 126 Old Mammoth Road, Mammoth Lakes, CA 93546, Suite 202, for an initial period of three years, with two one-year options in an initial amount of eight hundred eighty-two dollars ($882.00) per month for the period of October 1, 2013 to September 30, 2016, with a maximum allowed increase of two percent for each of the two one-year options exercised by the County, contingent upon obtaining signatures, and authorize the chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides office space for the Mono County branch of the Eastern Sierra Department of Child Support Services. The lease Agreement provides for an initial term of three years commencing October 1, 2013 and ending on September 30, 2016, with two one-year options.

The Mono County branch is currently located at 452 Old Mammoth Rd., Mammoth Lakes California. After reviewing alternate space at the current address and three additional locations the recommendation is to move forward with a lease at the Mammoth Mall located at 126 Old Mammoth Rd., Mammoth Lakes, CA. Significant staff time was involved in evaluating the relocation including: analyzing costs to relocate, costs to relocate our server and state computer equipment, and time needed for re-networking alternate locations, among others.

As you may be aware, the Department of Child Support Services in Mono County historically was using approximately 935 square feet of office space in the Sierra Center Mall and had four (4) employees. In 2011,119 square feet was subleased to the Mono County Sheriff's Department. As of July 1, 2013, our leased square footage in the building was roughly 816 square feet at a cost per square foot of 2.19 + 1.50 for common area space for a total of $3.69 per square foot. This amounted to a monthly lease cost of three thousand eleven dollars and four cents ($3011.04).

The Mono Branch serves roughly 280 cases and is open three days a week at current scheduling and no longer requires work stations for four employees. Currently, the office is staffed with one employee and serves an average of thirty six (36) people a month in person.

The proposed lease is for a facility that includes 441 square feet with a reception area and one separate office. This is ideally located for our remote branch which serves roughly 280 out of roughly 1500 cases region-wide and is accessible from bus routes and only a few blocks north of our current facility.

ALTERNATIVES:

The alternative would be to find another location. The alternate sites identified provided either configuration or networking challenges that made their selection less than desirable given the proposed lease location available.

***OTHER AGENCY INVOLVEMENT*:**

County Counsel review and approval of the Lease Agreement;
Public Works assistance in negotiating lease terms;
Inyo County Auditor, Risk Manager and County Administrative Officer.

***FINANCING*:** The funding for this item will be provided through the Child Support Agency Budget 022501, object code 5291, and funding for this position is provided for in the Board approved 2013-2014 budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 9/24/13

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

Date: 9/24/13

The proposed lease is for a facility that includes 441 square feet with a reception area and one separate office. This is ideally located for our remote branch which serves roughly 280 out of roughly 1500 cases region-wide and is accessible from bus routes and only a few blocks north of our current facility.

ALTERNATIVES:

The alternative would be to find another location. The alternate sites identified provided either configuration or networking challenges that made their selection less than desirable given the proposed lease location available.

OTHER AGENCY INVOLVEMENT:

County Counsel review and approval of the Lease Agreement;
Public Works assistance in negotiating lease terms;
Inyo County Auditor, Risk Manager and County Administrative Officer.

FINANCING: The funding for this item will be provided through the Child Support Agency Budget 022501, object code 5291, and funding for this position is provided for in the Board approved 2013-2014 budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* 9/24/2013
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 9/24/13

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

_____ Date:_____

LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND

IPTV-B-L6-192, a Delware LLC

THIS LEASE AGREEMENT, made and entered into this 1st day of September 2013, by and between IPTV-B-L6-192, a Delware LLC, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Jim Tatum, whose title is: Deputy Public Works Director, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by IPTV-B-L6-192, a Delware LLC.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as 126 Old Mammoth Rd., Mammoth Lakes, CA 93546, Ste. 202 APN: 035-230-10-000000 and 035-230-11-000000.

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located in the covered parking area (two spaces) exclusively as well as ground floor parking in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for three years, commencing on October 1, 2013 and terminating on September 30, 2016. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

a. From October 1, 2016 through September 30, 2017
b. From October 1, 2017 through September 30, 2018

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

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE . EARLY TERMINATION.

The ability of County to enter into this Lease is based upon available funding from various sources such as, without limitation, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within County's control, such funding from one or more of such sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of Eight HUndred Eighty Two Dollars ($ 882) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of two percent (2 %) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for administering the Mono County child support program. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension

thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: N/A _____. County shall provide and pay for the following utilities: _____.

SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

IPTV-B-L6-192 shall furnish at their sole expense janitorial and trash removal services which may be required on the leased premises, not less than _____ weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its

option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Upon 24 hours advance notice to Lessee, Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee may be present during any inspection or examination. Access by Lessor to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, Lessor may enter the leased premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY

Jim Tatum, Inyo County Public Works	Department
P.O. Drawer Q	Address
Independence, CA 93526	City and State

LESSOR

Glen Kitto, CCIM Iron Point Titan Asset Mgmt	Name
8401 N. Central Expressway, STE 910	Address
Dallas, TX 75225	City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner

changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. ATTORNEY'S FEES AND COSTS.

In any legal proceeding initiated by a party to the Lease against the other party arising from or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

SECTION THIRTY-ONE. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-TWO. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the convenants and conditions herein.

SECTION THIRTY-THREE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: covered parking addenda 1

SECTION THIRTY-FOUR. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FIVE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

//// ////

LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND

_____

Initial Term of Lease:

_____

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____.

LESSEE

County of Inyo

_____

By:_____
Chairperson, Board of Supervisors

Date:_____

LESSOR

_____
(Please Type or Print Name)

By:_____
(Signature)

Date:_____

Approved as to form and content:

_____
County's Lease Administrator

Approved as to form and legality:

Margaret Kemp-Williams 09/24/2013
County Counsel

Approved as to accounting form and content:

_____
County Auditor

Approved as to insurance and risk management:

M Baker
County Risk Manager

LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND

_____

Initial Term of Lease:

_____

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____.

LESSEE

County of Inyo

_____

By:_____
Chairperson, Board of Supervisors

Date:_____

LESSOR

_____
(Please Type or Print Name)

By:_____
(Signature)

Date:_____

Approved as to form and content:

_____
County's Lease Administrator

Approved as to form and legality:

Margaret Kemp-Williams 09/24/2013
County Counsel

Approved as to accounting form and content:

9/24/2013
County Auditor

Approved as to insurance and risk management:

M Baker
County Risk Manager

LEASE AGREEMENT ADDENDA 1

In addition to the monthly rent set forth in the Lease Agreement, Lessor will assign two (2) covered parking spaces to Lessee for the duration of the term. The monthly cost is seventy-five dollars ($75.00) per month each, for a total of one hundred fifty dollars ($150.00).

In addition, a one-time deposit in the amount of one thousand three-hundred twenty-three dollars ($1323.00) is required.

Lessor agrees to install at Lessor's expense an intercom to not exceed $500.00 within the first sixty (60) days of occupation from the first floor stair area to Suite 202 to accommodate customers with disabilities and will maintain the intercom at Lessor's expense for the duration of the lease.

Lessor also grants to Lessee the option to move in furniture as early as September 24, 2013.

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Tom Hardy, District Attorney

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Request to fill the position of the Deputy District Attorney I-IV

DEPARTMENTAL RECOMMENDATION:

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

1) The availability of funding for the requested position exits, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
2) And if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, authorize the hiring off an already established eligibility list of this position;
3) Approve the hiring of one Deputy District Attorney I - IV at Range 76 ($4768-$5796), Deputy District Attorney II at Range 79 ($5115-$6220), Deputy District Attorney III at Range 82 ($5503-$6681) or Deputy District Attorney IV at Range 85 ($5919-$7195) depending on their qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The District Attorney's office currently has a FTE Deputy District Attorney position vacant. The District Attorney's Office is now able to rely on the services of a temporary, hourly Deputy District Attorney previously authorized, but that arrangement is due to expire in November, 2013. Historically, the District Attorney's Office relies on a staff of one (1) Assistant District Attorney and two (2) Deputy District Attorneys and that staffing level is the minimum necessary to ensure the efficient operations of the office. This request will allow the District Attorney's office to continue at full strength.

ALTERNATIVES:

None.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This position is in the authorized staffing of the District Attorney's Office. Budget Unit 022400

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yu Date 9/23/2013

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Sue DC Approved: ✓ Date 9/23/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 9/23/13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
25

FROM: Road Department

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Award of Contract for the Provision of Liquid Asphalt Products

DEPARTMENTAL RECOMMENDATIONS:

(1) Request Board award the contract for the Provision of Liquid Asphalt Products, to Telfer Oil Company, of Martinez, CA in an amount not to exceed $119,190.00, for the period from September 18, 2013 to November 30, 2013, and authorize the Board Chairperson to sign, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

When funding allows, the Road Department obtains bids from suppliers of liquid asphalt products to be used for road maintenance and repairs. Typically, these materials are used for pavement surface treatments such as chip seals, sand seals and crack sealing. The bids were opened on August 16, 2013, and two bids were received:

1. Environmental Concepts $159,299.00
2. Telfer Oil Company $119,190.00

The Road Department and County Counsel have reviewed the bid and found it to be responsive.

The bid total that was submitted by Telfer Oil Company is consistent with the Road Department's estimate. For bidding purposes, the Road Department estimated that as much as 130 tons of liquid asphalt materials may be needed. To be used for routine maintenance projects such as chip sealing. Since the 2013/2014 Road Department Requested Budget includes $225,000.00 for road maintenance materials, the Road Department recommends that a contract for provision of liquid asphalt products be awarded to Telfer Oil Company in the amount of $119,190.00.

Because of the price volatility in oil and oil related products, the Road Department has choosen to limit the duration of this contract.

ALTERNATIVES:

(1) The Board could choose not to award the contract. This is not recommended, since the materials are needed to perform necessary road maintenance projects that were approved by the Board of Supervisors. If the contract is not awarded, the Road Department would need to readvertise the Bid Package which would delay maintenance work and could result in less favorable bids, as well as a delay in getting projects completed.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the bids and approval of the Contract.
Auditor's Office for approval of the Contract and payment of invoices.
Risk Manager for approval of the Contract.

FINANCING:
Material used for routine maintance, such as crack sealing, will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Margaret Kemp-Williams 09/10/13
AUDITOR/CONTROLLER Upon Approval of 2013-2014 Budget.	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date 9/13/2013
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/19/12

AGREEMENT BETWEEN COUNTY OF INYO
AND Telfer Oil Company
FOR THE PROVISION OF Liquid Asphalt Products **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Liquid Asphalt Products services of Telfer Oil Company of Martinez, CA (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 Daniel Frankel, whose title is: Vice President, Operations. 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, county, 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 September 18, 2013 to November 30, 2013 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 $119,190.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, 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. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses

or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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 Road Department	Department
P.O. Drawer Q	Street
Independence, CA 93526	City and State

Contractor: Telfer Oil Company	Name
P.O. Box 709	Street
Martinez, CA 94553	City and State

26. ENTIRE AGREEMENT.

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

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Telfer Oil Company
FOR THE PROVISION OF Liquid Asphalt Products **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Daniel Frankel, Vice President, Operations
Print or Type Name

Dated: Sept. 4, 2013

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M Burkes
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Telfer Oil Company
FOR THE PROVISION OF Liquid Asphalt Products SERVICES

TERM:

FROM: Sept. 18, 2013 **TO:** Nov. 30, 2013

SCOPE OF WORK:

See Attachment "A" attached hereto and made a part hereof

ATTACHMENT A

SCOPE OF WORK / SPECIFICATIONS
TERM
From: September 1, 2013 to: November 30, 2013

The successful bidder shall furnish to the County of Inyo the materials, equipment, labor and related services, as set forth in Attachment B, Schedule of Fees, in accordance with the specifications set forth below.

1. MATERIAL

The requirements and specifications for Asphalt Emulsion shall conform to Section 94 of the Standard Specifications, State of California, Department of Transportation ("Caltrans Specifications"), and/or the latest issue.

On delivery, the Contractor shall furnish a certified analysis test report, in duplicate, showing that the material in each shipment conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. No payment will be made by the County for any portion of material already used that is found to fail to meet specification requirements by those tests.

2. DELIVERY

2.1 Tank trucks and tank trailers shall be insulated against heat loss when used to transport asphalt emulsion. The temperature of the asphalt emulsion when delivered on the work site shall be above the minimum specified in the Caltrans Specifications or as required to secure accurate and uniform application and penetration.

2.2 The distributor truck shall be equipped with an accurate thermometer suitable for determining the temperature of the bituminous binder being applied.

2.3 When requested, material will be supplied on a one-person distributor truck that shall be equipped with tachometer and pressure gauges. Spray bars shall be of the full circulating type and a quick-shutoff valve shall control each spray nozzle. The spray bar valves may be quickly opened or closed in one operation. Spray bars shall be capable of providing a uniform application of material over a width of twelve feet (12'). The distributor truck shall be capable of accurately and uniformly applying material at the rate specified between the limits of 1/20 to 1 gallon per square yard. Trucks with leaky valves or connections or faulty sprays will not be permitted on the work.

The use of gravity distributor trucks will not be permitted.
In order to secure uniform distribution of material at the junction of two applications, the truck shall be promptly stopped when the uniform flow decreases. In the application, if any spots are missed, bituminous binder shall be applied to those spots by some means that will insure the application being made at the specified rates.

2.4 A certificate of Load Weight will be required for each delivery.

2.5 Time of delivery is to be agreed upon when orders are placed. Contractor shall accept telephone orders. Telephone orders will be binding on Contractor, however, written purchase orders will be issued confirming the order. When delay in delivery is caused by failure of Contractor's equipment or operations, the County may recover damages or costs from the Contractor at the rate of thirty dollars ($30.00) per hour for the first hour and sixty dollars ($60.00) per hour for each succeeding hour, until Contractor notifies the County of the amount of delay and/or the new delivery time.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Telfer Oil Company
FOR THE PROVISION OF Liquid Asphalt Products **SERVICES**

TERM:

FROM: Sept. 18, 2013 **TO:** Nov. 30, 2013

SCHEDULE OF FEES:

See Attachment "B" attached hereto and made a part hereof

ATTACHMENT B

SCHEDULE OF FEES / LIQUID ASPHALT PRODUCTS BID

The amounts set forth below in this Schedule of Fees are prices for the listed products to be provided to the County of Inyo in accordance with the specifications of Attachment A and other Contract Documents:

This Schedule of Fees shall be:

a) For furnishing, supplying and delivering to the County of Inyo, a total of approximately 130 tons of liquid asphalt for chip seals and 25 tons of liquid asphalt for tack coat as necessary and required by the County of Inyo in full conformance with the Notice Inviting Bids and the Specifications attached hereto and made a part thereof.

b) For delivery in truck and trailer quantities to any of the specified points given below.

GRADE	PRICE PER TON	SALES TAX 8.00%	TOTAL
PMPS (Pass) or Styraflex CS Or Equivalent	$ 706.00 +	INCLUDED =	706.00

Free spreading time: NONE hours.

Minimum Spreading Charge: $ 195.00 per hour.

Free unloading time: One (1) hours.

Standby time charge: $ $100.00 per hour.

Overnight Charge: $ 250.00 per night.

Above Prices are FOB Refinery

SEPARATE FROM PRICE PER TON

FREIGHT CHARGES PER TON TO EACH OF THE FOLLOWING LOCATIONS:

Bishop, CA:	$ 97.00
Independence, CA:	$ 107.00
Lone Pine, CA:	$ 112.00

BID TOTAL COMPUTATION

LIQUID ASPHALT PRODUCTS

Delivered to:	Amount in Tons	Price per Ton Including Freight + TAX	Subtotal
PMPS (Pass) or Styraflex CS Or Equivalent (PMRE-G)			
Bishop	130	$ 803.00	$ 104,390.00
Big Pine	0	$ _____	$ _____
Independence	0	$ _____	$ _____
Lone Pine	0	$ _____	$ _____
Styraflex FB (PMRE-FS) or Equal			
Bishop	25	$ 592.00	$ 14,800.00
		Bid Total	$ 119,190.00

This "Bid Total" amount is the amount to be placed in Paragraph 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The sole purpose of the "Bid Total" is to serve as a measure pursuant to which the County evaluates Contractor's bid in relation to other bids received. The "Bid Total", is not intended and shall not be construed as the minimum or maximum amount payable by County, or as a representation of the grade, quantity or any other limitation on material the County may order, pursuant to the Agreement.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Telfer Oil Company
FOR THE PROVISION OF Liquid Asphalt Products **SERVICES**

TERM:

FROM: Sept. 18, 2013 **TO:** Nov. 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

For Clerk's Use Only:
AGENDA NUMBER

26

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES/ Public Health Division

FOR THE BOARD MEETING OF: OCTOBER 1, 2013

SUBJECT: Approval of Fiscal Year 2013-14 Public Health Emergency Preparedness Allocation Agreement.

DEPARTMENTAL RECOMMENDATION:
Request your Board ratify the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of Local Public Health Emergency Preparedness, in an amount not to exceed $302,838.00, for the period of July 1, 2013, through June 30, 2014, contingent upon Board's approval of the FY 2013/2014 budget; and authorize Jean Turner, Director of Health and Human Services to sign Allocation Agreement No. EPO-13-15, the Certification Regarding Lobbying, and the Non-Supplantation Certification form.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
On June 7, 2013, Public Health received the grant application from the California Department of Public Health (CDPH), Emergency Preparedness Office (EPO). This grant consists of three separate plans and budgets. One is the Public Health Emergency Preparedness (referred to as PHEP CDC) Base Allocation $109,203; the second is the Pandemic Influenza Plan (referred to as State GF Pandemic Influenza); allocation $60,627; and the third is the Hospital Preparedness Program (referred to as HPP in the Agreement); allocation $133,008. The completed plans and budgets were submitted to CDPH, EPO on Friday, July 12, 2013. The Public Health staff will be working with the State to address the submitted plan and budgets and negotiate any changes, if indicated.

This is the twelfth consecutive year that funding is available through the State of California, Emergency Preparedness Office to provide local disaster planning and preparedness and hospital and EMS preparedness. It is the sixth year for pandemic influenza planning.

The funds will be used to conduct ongoing work with the local hospitals to integrate their individual facility plans with one another; facilitate countywide participation in the Annual Statewide Medical and Health Disaster Exercise; provide tabletop exercises at each of the volunteer Fire/EMS departments; provide multiple trainings on the Emergency Operations Manual which directs how the Medical Health Operational Area Coordinator (MHOAC) and medical entities request for medical personnel and equipment from the Region during an event; continue work to identify persons needing help at the time of a disaster and include them in the Frail and Elderly database and assist them in enrollment into Code Red; Public Health staff will continue to work with the county GIS staff to map the Frail and Elderly database and provide database packets for each community to the EOC and each individual Fire/EMS department; and work with the hospitals and health care providers on the concept and logistics of Government-Authorized Alternate Care Sites (GAACS).

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 (CDPH). The signed certification assures the CDPH that the funds were not supplanted for Emergency Preparedness expenditures; that reports concerning the funds are accurate; and the funds were placed in the trust fund and used only according to the County Emergency Preparedness Plan and Budget.

ALTERNATIVES:
Not signing this agreement would disallow Inyo County from accepting the funds.

OTHER AGENCY INVOLVEMENT:
Emergency Operations Coordinator, Inyo County Sheriff representation, Inyo County Environmental Health, Northern Inyo and Southern Inyo Hospitals, local pharmacists, fire departments, ambulance providers, medical providers and schools.

FINANCING:
State and Federal funding for the local Public Health Emergency Preparedness Grant is $302,838.00. Funds will be brought into the Health budget (045100) as reported on the reimbursement requests submitted to the State. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: 9/3/2013
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 9/5/2013
PERSONNEL DIRECTOR: N/A	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9-9-13

2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding ALLOCATION AGREEMENT

Agreement Governed By:
CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.

1. This Allocation Agreement is entered into between the California Department of Public Health, herein after referred to as "CDPH" and the County of Inyo, herein after referred to as "LHD" and/or "Local HPP Entity".

2. The term of this Agreement is:

- July 1, 2013 through June 30, 2014 PHEP (Centers for Disease Control and Prevention [CDC])
- July 1, 2013 through June 30, 2014 (Hospital Preparedness Program [HPP])
- July 1, 2013 through June 30, 2014 (State GF Pandemic Influenza)

3. The maximum amount payable under this Agreement is $302,838, and is allocated as follows:

- $109,203, PHEP CDC Base Allocation. (7/1/13 – 6/30/14)
- $133,008, HPP Allocation. (7/1/13 – 6/30/14)
- $60,627, State GF Pandemic Influenza Allocation. (7/1/13 – 6/30/14)

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

Exhibit A — Scope of Work	03 Pages
Exhibit B — Budget Detail and Budget Provisions	04 Pages
Exhibit B, Attachment 1, Criteria for Payments	03 Pages
Exhibit C — Additional Provisions	03 Pages
Exhibit D(F) — Certification Regarding Lobbying form	25 Pages
Exhibit E – Non-Supplantation Certification Form	01 Page

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

CONTRACTOR	
CONRACTOR'S NAME County of Inyo	
BY *(Authorized Signature)*	DATE SIGNED (Do not type -signor must date)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME California Department of Public Health	
BY *(Authorized Signature)*	DATE SIGNED
ADDRESS 1615 Capitol Avenue, MS 7002, P.O. Box 997377, Sacramento, CA 95899-7377	

EXHIBIT A
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding ALLOCATION AGREEMENT

Allocation Agreement Governed By:
CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.

Scope of Work

1. Service Overview

This Agreement is entered into between the California Department of Public Health, hereinafter referred to as "CDPH" and the County of Inyo, hereinafter referred to as the "LHD" and/or "Local HPP Entity". LHD or Local HPP Entity agrees to provide to CDPH the services described herein.

Activities must be in accordance with the Centers for Disease Control and Prevention (CDC) and Hospital Preparedness Program (HPP) 2013-14 Program Guidance, State General Fund (GF) Pandemic Influenza, Public Health Emergency Preparedness (PHEP) Comprehensive Agreement Application 2013-14, Work Plan and Budget.

2. Service Location

The services shall be performed at applicable facilities in the County of Inyo.

3. Service Hours

The services shall be provided during normal LHD and/or Local HPP Entity working hours and days, as well as other hours and days the LHD deems appropriate.

4. Project Representatives

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

Department of Public Health	**County of Inyo**
EPO Contract Manager Mark Pfeifer Telephone: (916) 319-8190 Fax: (916) 650-6420 Email: Mark.Pfeifer@cdph.ca.gov	Tamara Cohn Telephone: 760-873-7868 Fax: 760-873-7800 Email: tcohn@inyocounty.us

B. Direct all inquiries to:

Department of Public Health **Emergency Preparedness Office** Attention: Local Management Unit **MS 7002** **P.O. Box 997377** **Sacramento, CA 95899-7377** Telephone: (916) 650-6416 Fax: (916) 650-6420	**County of Inyo** **Health and Human Services** **Public Health** **207 A West South Street** **Bishop, CA 93514** **Telephone: 760-873-7868** **Fax: (760) 873-7800**

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

LHD and/or Local HPP Entity shall perform services as outlined in accordance with the Public Health Emergency Preparedness, State GF Pandemic Influenza and HHS Hospital Preparedness Cooperative Agreement Application, Work Plans, and Budgets.

6. Allowable Informal Scope of Work Changes

A. The LHD and/or Local HPP Entity or CDPH may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.

B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.

C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the LHD's and/or Local HPP Entity's annual budget does not increase or decrease as a result of the informal SOW change.

D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the CDPH.

E. In implementing this provision, CDPH will provide a format for the LHD's and/or Local HPP Entity's use to request informal SOW changes.

7. Reporting Requirements

A. Semi-annual written progress reports and expenditure reports must be submitted according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1, 2013 - December 31, 2014	Due Date: January 31, 2014
Year-End: July 1, 2013 – June 30, 2014	Due Date: August 30, 2014

B. Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements including Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Expenditure and Program Requirements

A. In accordance with the LHD and/or Local HPP Entity signed Certification Against Supplanting (Exhibit E), funds shall not be used to supplant funding for existing levels of services and will only be used for the purposes designated herein.

B. In executing this Agreement, the LHD and/or Local HPP Entity assures that it will comply with the LHD and/or Local HPP Entity Comprehensive Agreement Application, Work Plans and Budget approved by CDPH.

C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior approval from CDPH before implementing. Any contracts or subcontracts needing approval from Project Officer must be submitted prior to spending those funds.

Exhibit B
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding
Budget Detail and Payment Provisions

1. Payment Provisions

A. CDPH will make payments to the LHD and/or Local HPP Entity as authorized in State statute and in accordance with the annual expenditure authority granted to CDPH in the California Budget Act. Payments shall be made in accordance with Exhibit B, Attachment 1. Payment beyond the first quarter shall be contingent upon the approval of the LHD's and/or Local HPP Entity's funding Application, Work Plan and Budget and satisfactory progress in implementing the provisions of the Work Plan, as determined by CDPH. Final payment is contingent upon receiving acceptable progress and expenditure reports submitted in accordance with timelines, formats and specifications to be provided by CDPH. ***Note***: Both HPP and the State GF Pandemic Influenza require submission of invoice forms to be reimbursed.

B. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual reconciliation report should be sent to:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

C. The LHD and/or Local HPP Entity shall deposit advance federal fund payments received from CDPH into separate Trust Funds (hereafter called Federal Fund), established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed. CDPH requires that the LHD and/or Local HPP Entity set up separate Federal Funds for PHEP CDC and HPP funds.

D. The LHD and/or Local HPP Entity agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LHD and/or Local HPP Entity under this Agreement shall be deposited into the Federal Fund established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and

Budget and Agreement before transferring or expending the funds for any of the uses allowed.

E. The interest earned on moneys in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.

F. Any refunds, rebates, credits, or other amounts in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.

G. Federal Fund reports will require the LHD and/or Local HPP Entity/City Auditor Controller's or other authorized signature, certifying each report's accuracy and availability of supporting documentation for the State's or the federal government's review.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act and/or other state statute of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDPH shall have no liability to pay any funds whatsoever to LHD and/or Local HPP Entity or to furnish any other considerations under this Agreement and LHD and/or Local HPP Entity shall not be obligated to perform any provisions of this Agreement except as to periods for which funding has been provided.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an Agreement amendment to LHD and/or Local HPP Entity to reflect the reduced amount.

3. Amounts Payable

A. The amount payable under this Agreement shall not exceed:
1. $109,203, CDC PHEP Base Allocation.
2. $133,008, HPP Allocation.
3. $60,627, State GF Pandemic Influenza Allocation.

4. Redirection of Funds

Redirection of funds beyond the 10% line item/budget category allowance require prior approval by CDPH.

5. Federal Cooperative Agreement Funds

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

B. The Agreement is valid and enforceable only if sufficient funds are made available to CDPH by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this Agreement in any manner.

C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

6. Accountability Requirements

A. CDPH may recoup funds that are not spent for allowable purposes as specified in State statute and determined by CDPH. CDPH will notify the LHD and/or Local HPP Entity prior to recouping such funds.

B. CDPH may withhold payments if the LHD and/or Local HPP Entity is not in compliance with the terms and conditions of this Agreement or the approved local funding Application, Work Plans and Budgets CDPH may withhold payments if the LHD cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the LHD's and/or Local HPP Entity's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify local health officials prior to withholding or reducing such payments.

C. The LHD and/or Local HPP Entity shall return unexpended funds unless carry over or extension of such funds is approved by CDPH in accordance with federal requirements.

D. The LHD and/or Local HPP Entity shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years.

7. Unobligated Balances

At any time during the term of this Agreement, CDPH may request LHDs and/or Local HPP Entity's to identify unspent funds both obligated and unobligated funds. The presentation of this information shall be in a manner prescribed by CDPH to include identification of all unspent funds.

8. Terms of Allocation Agreement

A. **CDC PHEP:** This Agreement provides the local funding award for the CDC PHEP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014, unless grant is extended or funds are carried over according to provisions in State and federal law. Funds allocated under this Allocation Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; allowable carryover of PHEP funds will be dependent on federal provisions.

B. **State GF Pandemic Influenza:** This Agreement provides the local funding award for the State GF Pandemic Influenza cooperative Agreement Budget period
July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014. Funds allocated under this Agreement must be liquidated by June 30, 2015. In order for CDPH to liquidate funds by June 30, 2015, a final invoice must be received by CDPH on or before March 1, 2015. This provides LHDs with an additional year to liquidate funds for services rendered by June 30, 2014.

C. **HPP:** This Agreement provides the local funding award for the HPP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. **All services must be rendered by and purchases encumbered by June 30, 2014**, unless grant is extended. Funds allocated under this Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; carryover of HPP funds is limited to 15% of the annual allocation.

Exhibit B, Attachment 1 Criteria for Payments
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza
2013-14 Allocation Agreement

		CDC PHEP Base and	Reference Lab Allocations
1st Payment	Criteria	CDPH must receive following signed Agreement documents and the PHEP work plan & budget: • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of PHEP Work Plan • Submission of PHEP Budget	CDPH must receive following signed Agreement documents and the PHEP workplan & budget: • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of PHEP Work Plan • Submission of PHEP Budget
	Payment	25% of initial FY 13-14 CDC PHEP Base and/or CRI Allocation	25% of initial FY 13-14 Lab Allocation (not including lab trainees)
2nd Payment	Criteria	• 1st Payment Criteria must be met • the Work plan and Budget must be approved • All required application documents must be submitted • Receipt of FY 12-13 Year End Reports • Receipt of expenditure supporting documentation for 25% of 1st quarter PHEP Payment	• 1st Payment Criteria must be met • the Work plan and Budget must be approved • All required application documents must be submitted • Receipt of FY 12-13 Year End Reports • Receipt of expenditure supporting documentation for 25% of 1st quarter Lab Payment
	Payment	50% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st quarter payment	50% of the total Lab Allocation (not including lab trainees) (includes carry-forward funds) less the 1st quarter Lab payment
3rd Payment	Criteria	• 1st & 2nd Payment Criteria must be met • Receipt of FY 13-14 Mid-Year reports • Receipt of expenditure supporting documentation for 50% of the total allocation (including carry-forward funds).	• 1st & 2nd Payment Criteria must be met • Receipt of FY 13-14 Mid-Year reports • Receipt of expenditure supporting documentation for 50% of the total Lab allocation (including carry-forward funds).
	Payment	75% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st and 2nd quarter payments	75% of the total Lab Allocation (includes carry-forward funds) less the 1st and 2nd quarter payments
Final Payment	Criteria	• 1st, 2nd & 3rd Payment Criteria must be met • Receipt of expenditure supporting documentation for 85% of the total PHEP allocation (including carry-forward funds).	• 1st, 2nd & 3rd Payment Criteria must be met • Receipt of expenditure supporting documentation for 85% of the total Lab allocation (including carry-forward funds).
	Payment	100% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st, 2nd, and 3rd quarter payments	100% of the total Lab Allocation (includes carry-forward funds) less the 1st, 2nd, and 3rd quarter payments

		Lab Trainee Stipends	Lab Training Assistance Grants
1st Payment	Criteria	CDPH must receive the following: • Signed Agreement documents • Lab trainee(s) must be included in Lab budget • A copy of the LFS letter approving the trainee • Name and proposed hire date of the trainee • A training plan that provides 6 months of training with a completion date no later than June 30, 2014. • Only 12 traineeships available	LHD must: • be an LRN Sentinel laboratory and submitted signed Agreement documents • have applied for and received approval for at least one lab trainee stipend • be a member of a training consortium with at least one other county • indicate what other county(ies) are part of the consortium and provide a letter from at least one other consortium partner agreeing to the arrangement.
	Payment	Award is dependent on number of trainees requested **AND** availability of traineeships **AND** submission of all required documents	Award is dependent on availability of assistantship funds **AND** meeting all requirements above
2nd Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
3rd Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
Final Payment	Criteria	N/A	N/A
	Payment	N/A	N/A

		HPP	State GF
1st Payment	**Criteria**	CDPH must receive following signed Agreement • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • **Five Letters of Support (Refer to the FY 13-14 Application Guidance)** • Submission of HPP Work Plan • Submission of HPP Budget • Submission of Health Care Facility (HCF) Form	CDPH must receive following signed Agreement • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of GF Pan Flu Work Plan • Submission of GF Pan FluBudget
	Payment	25% of HPP Allocation	25% of State GF Pandemic Influenza Allocation
2nd Payment	**Criteria**	• 1st Payment Criteria must be met • the HPP Work Plan and HPP Budget must be approved • An invoice with actual HPP expenditures above the 25% advance amount must be submitted to CDPH • Receipt of FY 12-13 Year End Reports • All required application documents must be submitted	• 1st Payment Criteria must be met • the CDC Work Plan and Budget must be approved • An invoice with actual State GF Pan Flu expenditures above the 25% advance amount must be submitted to CDPH • Receipt of FY 12-13 Year End Reports • All required application documents must be submitted
	Payment	CDPH will pay the Local HPP Entity for actual expenditures above the 25% advance (e.g. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the local entity already received 25%). All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures above the 25% advance (e.g. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the local entity already received 25%). All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.
3rd Payment	**Criteria**	• 1st & 2nd Payment Criteria must be met • Receipt of FY 13-14 Mid-Year reports • An invoice with actual HPP expenditures must be submitted to CDPH	• 1st & 2nd Payment Criteria must be met • Receipt of FY 13-14 Mid-Year reports • An invoice with actual State GF Pan Flu expenditures must be submitted to CDPH
	Payment	CDPH will pay the Local HPP Entity for actual expenditures (above the 2nd payment). All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 2nd payment). All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.
Final Payment	**Criteria**	• 1st, 2nd & 3rd Payment Criteria must be met • Receipt of required Performance Measure reports • An invoice with actual HPP expenditures must be submitted to CDPH	• 1st, 2nd & 3rd Payment Criteria must be met • An invoice with actual State GF Pan Flu expenditures must be submitted to CDPH
	Payment	CDPH will pay the Local HPP Entity for actual expenditures (above the 3rd payment). All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 3rd payment) All contracts or subcontracts above $5k must be approved by CDPH prior to spending funds or seeking reimbursement.

Exhibit C
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding
Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the LHD and/or Local HPP Entity with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file all documents referenced herein and any subsequent updates.

A. 2013-14 Federal Guidance Documents:
- CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs

B. Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning

C. Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness

D. CDPH Guidance to LHDs and/or Local HPP Entities for CDC PHEP, State General Fund (GF) Pandemic Influenza, and/or HPP Program Funds.

E. LHD's and/or Local HPP Entity's Public Health Emergency Preparedness Comprehensive Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to LHDs and/or Local HPP Entities for all attachments).

2. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation / Termination

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from CDPH, LHD and/or Local HPP Entity shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. LHD and/or Local HPP Entity shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH' notification to LHD and/or Local HPP Entity. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, LHD and/or Local HPP Entity shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Agreement.

4. Dispute Resolution Process

A. This provision supplements provision 15 of Exhibit D(F).

B. CDPH may recoup from a LHD and/or Local HPP Entity any funds allocated pursuant to this article that are unspent or that are not expended for purposes specified in subdivision (d) of Section 101315 of the California Health and Safety Code.

C. CDPH may also recoup funds expended by the LHD and/or Local HPP Entity in violation of subdivision (d) of Section 101315 of the California Health and Safety Code.

D. CDPH may withhold quarterly payments of funds to a LHD and/or Local HPP Entity if the LHD and/or Local HPP Entity is not in compliance with

this article or the terms of that LHD's and/or Local HPP Entity's work plans as approved by CDPH.

E. Before any funds are recouped or withheld from a LHD and/or Local HPP Entity, CDPH shall discuss with local health officials or Local HPP Entities the status of the unspent moneys or the disputed use of the funds, or both.

5. **Financial and Compliance Audit Requirements**

A. Paragraph d of provision 16 in Exhibit D(F) is amended to read as follows:

The A-133 audit report must either include the PHEP, HPP and State General Fund Pandemic Influenza programs (as applicable to the contractor) at a minimum once every three years or a separate independent audit of these programs must be conducted according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations" at least once every three years. If an audit of the PHEP, HPP and State General Fund Pandemic Influenza programs has not been completed within the past two years from the date of this Agreement, an audit of the funds awarded for the period of July 1, 2012 through June 30, 2013 must be conducted and concluded no later than July 1, 2014, or according to the County schedule for the A-133 audit for this 2012-13 fiscal period (July 1, 2012 through June 30, 2013) if PHEP, HPP and State GF Pandemic Influenza funds are included in the A-133 Audit.

In addition, the A-133 or other independent audit must identify the Contractor's legal name and the number assigned to this Agreement and be sent annually to CDPH within 30 days after the completion of the audit. The LHD/HPP Entity shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of

inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this

Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection,

audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this

Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

(1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2007, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining

CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the

representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional

materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

15. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends $500,000 or more in

Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement.

If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.

(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT E

2013-14 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

NON-SUPPLANTATION CERTIFICATION FORM

_____
(City/County Name of Local Health Department and/or Local HPP Entity)

I hereby certify that the above-named Local Health Department (LHD) and/or Local HPP Entity shall not use funds allocated by the California Department of Public Health (CDPH) to supplant funding for existing levels of service and that funds shall only be used for the purposes specified in the Fiscal Year (FY) 2013-2014 PHEP, GF Pan Flu, and HPP Funding Agreement as approved by the CDPH.

I further certify that funds received shall be deposited in an interest-bearing Local Public Health Preparedness Trust Fund as per the Health and Safety Code, Section 101317 and expended only for the purposes stated in the LHDs and/or Local HPP Entity's Grant Application Work Plan and Budget, as approved by the CDPH.

Chairperson, Board of Supervisors, Mayor of a City or designee:

Signature:
Printed Name:
Title:
Phone:
Date:

Please return the original signed certification with your FY 2013-2014 PHEP, GF Pan Flu and HPP Funding Agreement Funding Agreement to:

California Department Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

For Clerk's Use Only:
AGENDA NUMBER

27

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Health and Human Services-Public Health

FOR THE BOARD MEETING OF: OCTOBER 1, 2013

SUBJECT: Ratification of Memorandum of Understanding between the County of Inyo and Sierra HOPE

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify the Memorandum of Understanding (MOU) between the County of Inyo and Sierra HOPE for the purpose of assisting Inyo County HIV positive clients in accessing Housing Opportunities for People with AIDS (HOPWA) assistance for short term emergency financial assistance with rent, mortgage or essential utilities, for the period of July 1, 2013 through June 30, 2016 and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This MOU was received by our office in late June 2013, after Sierra HOPE received an allocation notice from the State of California. At the request of our legal counsel, our office requested that Sierra HOPE make several changes to the language in the document. Once the changes were made, and the document returned to our office, we routed the MOU through the appropriate County offices for approval. Services have been provided since July 2013, therefore we are requesting that this agreement be ratified.

The HOPWA program is an ongoing service that was designed to assist people living with HIV/AIDS to alleviate or prevent homelessness. Inyo County Health and Human Services (HHS) has had an MOU with Sierra HOPE since 2007 to administer the program for Inyo County. Available assistance under the HOPWA Program is well defined and must be short-term and/or emergency in nature. Clients must meet financial eligibility criteria that have been developed by HUD and the State Office of AIDS. Inyo County HHS does not currently have the fiscal or administrative staff to administer this program for the minimum amount of funding that is allocated. Sierra HOPE provides this administrative support for multiple small counties. The Inyo County Ryan White CARES Case Manager will be responsible for informing HIV positive clients of the availability, purpose, and limitations of HOPWA, and will assist the clients in the completion of the necessary consents and applications. Sierra HOPE will administer the program, provide information and forms, receive applications and issue appropriate financial assistance checks to the vendor.

ALTERNATIVES:

Discontinuing this contract would mean that Inyo County would not provide emergency financial assistance for rent, or mortgage to their Ryan White CARES clients. This is a service that has been beneficial during the past fiscal year for several clients.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

All HOPWA assistance is subject to availability of funds, as well as HOPWA guidelines established by HUD or the State Office of AIDS, and Sierra HOPE policies and procedures. HOPWA funds for all counties served by Sierra HOPE, if unspent, may be reallocated to assist clients in any of the participating counties. Sierra HOPE shall retain the portion of HOPWA funds that it is allowed by the State to cover its administrative expenses, equal to 7% of the total contract award.

No funding will be received by Inyo County HHS, and no expenses will be paid from Inyo County HHS. The MOU allows Sierra HOPE to receive the funding directly.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date 9/9/2013
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 9/10/2013
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: Jean Turner Date 9-13-13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 9-12-13

MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

Sierra HOPE, doing business at 1168 Booster Way, P.O. Box 159, Angels Camp, CA 95222

and

The Inyo County Health Department, herein referred to as **Inyo County**, doing business at 207 "A" South Street, Bishop, CA 93514; collectively referred to hereinafter as "The Parties".

Hereby agree to the following:

I. Name of Program: Services will be provided under the Housing Opportunities for People with AIDS program, herein referred to as HOPWA.

II. Purpose: The purpose of this memorandum of understanding (MOU) is to assist Inyo County clients in accessing HOPWA assistance (short term emergency financial assistance with rent, mortgage or essential utilities) by completing the HOPWA application and request for assistance forms and delivering them by mail or fax to Sierra HOPE. The Inyo County Health and Human Services/Health Division, Ryan White CARES Program Case Manager will be assisting the clients with this application process. Sierra HOPE will verify all applications are complete, determine client eligibility, and issue appropriate HOPWA financial assistance.

III. Scope of Work:

Sierra HOPE will:

1. Amend the MOU with the State Office of AIDS to administer the HOPWA program for Inyo County by including Inyo County, along with other counties served, in its application for funds to the State.
2. Provide information and forms to the Inyo County so that they can assist their HIV+ clients in applying for HOPWA assistance.
3. Be available by telephone and email to answer questions of the Ryan White Case Manager, to help them with the HOPWA application process.
4. Receive HOPWA applications from Inyo County and follow-up with the Case Manager to resolve any problems or questions that might delay processing.
5. Upon verifying that the application is complete and client is eligible, issue appropriate financial assistance checks to the landlord or agency.
6. Maintain records as required by the state, and include Inyo County data in reports submitted to the State Office of AIDS.
7. Maintain the confidentiality of protected health information, as described by the HIPAA Business Associate Agreement in Article XVI of this MOU.

Inyo County will:

1. Inform their HIV+ clients of the availability, purpose, and limitations of HOPWA short-term financial assistance for housing and essential utilities.
2. Assist clients in completing the Housing Application and Assessment, including the Individual Housing Plan, Income Eligibility Worksheet, and Client Budget Worksheet.
3. Obtain written consent from the client before sharing any information with Sierra HOPE, and include a copy of the signed consent with the HOPWA application.

4. Consult with Sierra HOPE if the Inyo County Health and Human Services Department has questions about the application process, and be available by telephone or email to respond to any questions about applications that are submitted.
5. Provide supporting documentation, such as proof of HIV+ status, copies of rental agreements, mortgage or utility bills, etc. with the HOPWA application.
6. Only request HOPWA assistance for allowable client expenses for rent, mortgage or essential utilities.
7. Receive confirmation of distribution of financial assistance checks from Sierra HOPE to the designated payee, unless other arrangements are agreed to.
8. Decline any reimbursement for completion of application to the Ryan White CARES Programs. This will allow limited funding to go directly to client services.

Both parties further agree that:

1. All HOPWA assistance is subject to availability of funds, as well as HOPWA guidelines established by HUD or the State Office of AIDS, and Sierra HOPE policies and procedures. Copies of all guidelines, policies and procedures will be furnished to the Ryan White Case Manager by Sierra HOPE.
2. Checks for financial assistance can only be made payable to the HIV+ client's landlord, mortgage company, or utility company.
3. Checks will be mailed to the Ryan White Case Manager unless other arrangements are agreed to.
4. HOPWA funds for all counties served by Sierra HOPE, if unspent, may be reallocated to assist clients in any of the participating counties.
5. Sierra HOPE shall retain the portion of HOPWA funds that it is allowed by the State to cover its administrative expenses, equal to 7% of the total MOU award.

IV. Term of MOU: The term of this MOU is July 1, 2013 through June 30, 2016.

V. Governing Law: This MOU is governed by and construed in accordance with all laws, regulations, and contractual obligations to which Sierra HOPE is bound.

VI. Records: The Parties shall keep records in an organized manner and in accordance with general business standards, pertaining to all goods and services furnished under the terms of this MOU and be made available for inspection, examination, and copying as follows:

a. By representatives of the State and United States Department of Health and Human Services;
b. At all reasonable times at the Parties place of business, or other mutually agreed upon location in California; and
c. For at least three years from the end of the term of the MOU.

VII. Non-Reimbursement: Inyo County shall submit no claim to, demand or otherwise collect reimbursement from individuals served under the MOU (or persons acting on their behalf) for any services reimbursed in whole or in part under the MOU, except to collect third-party co-payment or third-party share-of-cost.

VIII. Termination: This MOU may be terminated without cause by either Sierra HOPE or Inyo County upon thirty days written notice to the other party. Such notification shall state the effective date of termination and be provided as set forth in Section XV.

IX. Disclosure: The Parties agree that all records and information associated with this contract shall be confidential and disclosure of such confidential information shall only be made as required by law. Parties shall have procedures to prevent the unauthorized disclosure of confidential client information during acquisition, use, retention, and disposal of the information.

X. Non-Discrimination: Inyo County shall comply with the non-discrimination provisions of the State of California, Department of Public Health.

XI. Insurance:

A. Inyo County: Prior to the commencement of any work, and at all times during the MOU, Inyo County shall maintain a general comprehensive insurance policy, including provisions for errors and omissions insurance, to cover damages to persons or property caused by Inyo County employees, agents, or volunteers or occurring on Inyo County's premises arising out of Inyo County's participation in the HOPWA program.

B. Sierra Hope: Prior to the commencement of any work, and at all times during the MOU, Sierra HOPE shall procure and maintain for the duration of the MOU, insurance against claims for injuries or persons or damages to property which may arise from or in connection with the performance of the work hereunder and indemnify and hold harmless, Inyo County, departments, officials, employees, agents and volunteers for any liability arising out of services performed under this MOU.

C. Minimum Scope of Coverage: Both parties are required to carry insurance that meets the following conditions:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
3. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineer's coverage is to be endorsed to include contractual liability.

D. Minimum Limits: Any and all insurance coverage shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with general aggregate limit is used,

either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Employer's Liability: $300,000.00 per accident for bodily injury or disease.
3. Errors and Omissions Liability: N/A per occurrence.

XII. Verification of Coverage: Sierra HOPE shall furnish Inyo County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Inyo County before work commences. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

XIII. Defense and Indemnification:

A. Sierra HOPE agrees to defend, indemnify, hold harmless and release Inyo County, their officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by Sierra HOPE hereunder, whether or not there is concurrent negligence on the part of Inyo County, but excluding liability due to the active negligence or willful misconduct of Inyo County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Sierra HOPE or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of Sierra HOPE to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. Inyo County agrees to indemnify, hold harmless and release Sierra HOPE, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions in the performance by Inyo County hereunder, whether or not there is concurrent negligence on the part of Sierra HOPE, but excluding liability due to the active negligence or willful misconduct of Sierra HOPE. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to Inyo County or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of Inyo County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

XIV. Effective Date: This MOU shall not be fully executed until it is signed and dated by both Sierra HOPE and the Chairperson for the Inyo County Board of Supervisors.

MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

XV. Notices: Any notices pertaining to this MOU will be directed to the persons at the following address:

Sierra HOPE
Attention: Jerry Cadotte
1168 Booster Way
P.O. Box 159
Angels Camp, CA 95222-0159
Telephone (209) 736-6792

Inyo County Health Department
Attention: Tamara Cohn
207. "A" South Street
Bishop, CA 93514

Telephone (760) 873-7868

XVI. HIPAA Business Associate Agreement: The Parties agree to execute the Business Associates Agreement attached here to as Attachment A.

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 29 DAY OF July, 2013.

For Sierra HOPE:

J Cadotte 7.29.13
Signature Date
Jerry Cadotte, Executive Director
Sierra HOPE

For Inyo County:

Signature Date
, Chairperson

MEMORANDUM OF UNDERSTANDING FOR PROVISION OF HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) SERVICES.

Attachment A

Business Associates Agreement

This Business Associate Agreement ("Agreement") supplements and is made a part of the Memorandum of Understanding ("MOU") by and between the Health and Human Services Public Health division, referred to herein as Covered Entity ("CE"), and Sierra HOPE, referred to herein as Business Associate ("BA").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the MOU, some of which may constitute Protected Health Information ("PHI) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the MOU in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a MOU containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the MOU and as permitted under the MOU and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the MOU and as permitted under the MOU and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such

Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the MOU.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the MOU that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the MOU and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its

obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum

necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the MOU, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the MOU or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the MOU or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the MOU or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the MOU or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the MOU and shall provide grounds for immediate termination of the MOU, any provision in the MOU to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the MOU, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the MOU for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the MOU or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the MOU upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the MOU or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the MOU or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the MOU or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. **No Third-Party Beneficiaries**

Nothing express or implied in the MOU or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. **Effect on MOU**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the MOU shall remain in full force and effect.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the MOU that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the MOU shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

For Sierra HOPE:

J Cadotte 7-29-13

Signature Date
Jerry Cadotte, Executive Director
Sierra HOPE

For Inyo County:

Signature Date
, Chairperson

For Clerk's Use Only:
AGENDA NUMBER

28

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Authorization for Preparation, Packaging and Purchase of ESAAA Meals for Targeted Mono County Communities

DEPARTMENTAL RECOMMENDATION:
Request your Board authorize your HHS/ESAAA Director to implement a purchase order process allowing the County of Mono to purchase approximately sixty-five (65) meals per week from the County of Inyo for eligible older adults living in communities located around the Highway 6 corridor.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Mono County staff have requested to be allowed to purchase prepared and packaged meals from the Bishop Senior Center for Mono County staff to pick up and deliver to eligible older adults residing in the communities along Highway 6. Mono County has estimated they need approximately sixty-five (65) meals per week. The Department believes that the Bishop Senior Center kitchen can manage this additional volume at our cost of $8.85 for food, kitchen staff time, and materials cost and time for packaging meals for delivering. Inyo employees will not, however, be delivering meals; Mono employees must pick up the meals from the Bishop kitchen and deliver them to eligible individuals.

The Department proposes to manage this through a purchase order process, rather than amending the contract between our two counties. The Department is requesting to begin this immediately upon approval by your Board.

ALTERNATIVES:
Board could choose not to approve this request, meaning that Mono County will continue to prepare meals in their Walker kitchen for delivery to the Highway 6 communities.

OTHER AGENCY INVOLVEMENT:
California Department of Aging, Mono County

FINANCING:
This revenue would be brought into the ESAAA and IC Gold Budgets. 60% of the revenue will be deposited into ESAAA (683000) and 40% of the revenue will be deposited into IC Gold (056100) in the Other Current Charges (4825) object codes. These percentages represent what is currently being deposited into each of the budget units.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 9.18.13
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 9/19/2013
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner DE Date: 9/20/13

For Clerk's Use Only:
AGENDA NUMBER
AGENDA NUMBER
29

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo

FOR THE BOARD MEETING OF: OCTOBER 1, 2013

SUBJECT: Request to hire a Health & Human Services Specialist

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

A) the availability of funding for the position of a Health and Human Services Specialist in the First 5 Inyo office exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; and
B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply and a current applicant list exists; and
C) approve the hiring of one HHS Specialist at Range 53 ($2,779 - $3,380).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This Health and Human Services Specialist position is located in the First 5 Inyo County Division. This is the only support staff position in this program, and the duties it entails are crucial to keeping administrative paperwork, data entry, mailings, resource fulfillment, and evaluation deadlines on track. Since the position has recently been vacated, we are hoping to streamline the rehiring process and to save money while expanding abilities to a larger client pool, by hiring from an existing list of applicants.

Hiring the right candidate for this position will improve our submissions to the Independence HHS fiscal office, and allow us to provide detailed technical assistance to First 5 subcontractors so they turn in the necessary documentation and back-up data to meet auditor standards. We hope also to find a bilingual candidate who then would also allow us to better serve Spanish language clients who may be walking into the adjacent WIC office, as well as callers over the phone. Also, the ability to translate flyers and documents in house instead of emailing them to a contractor will save money and maximize how quickly we can advertise services to more families throughout Inyo, especially to Southern Inyo where a large portion of our client base is Spanish speaking.

ALTERNATIVES:
Denying this request would mean inadequate support for the current First 5 Inyo Program Director, diverting her time and focus from contract management, mandated state reporting, distribution of health & development information and messaging, and direct services to targeted parent populations.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
This position is currently budgeted in the First 5 Inyo County Budget (643000) in the Salary and Benefits object category. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 9/18/2013
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: 9/16/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9-16-13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
30

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: OCTOBER 1, 2013

SUBJECT: Request to hire a Social Worker in Child Welfare Services.

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

A) the availability of funding for the position of Social Worker I, II or III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
C) approve the hiring of one Social Worker, either a I at Range 61 ($3,345 - $4,062), or a II at Range 64 ($3,590-$4,363), or a III at Range 67 ($3,852-$4,676), contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Child Welfare Program has continued to be short-staffed by two to three social workers on and off since December, 2011. Your Board has given us permission to fill two vacancies, which are currently being recruited. We have recently received a resignation from a Social Worker III, who is moving out of the area. This will leave us with an additional unfilled vacancy in our Child Welfare Program.

The intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. As previously indicated, over the past few years, the Child Welfare program has experienced increased requirements from a federal, state and local level, including recent legislation extending foster care eligibility up to the age of twenty-one. This has resulted in additional responsibilities being implemented in a division that is already stretched thin.

The employee who is leaving this position was offered a higher level position in the County that she originally resided in. Because of the most recent resignation, as well as the continued vacancies for the other two positions, we are requesting permission to hire a Social Worker I, II or III, depending upon qualifications, to fill the upcoming vacant position. It is very important to the overall effective functioning of the division to assist the remaining staff by moving swiftly to fill this vacancy.

ALTERNATIVES:
Denying this request would result in the existing staff, who are absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department

FINANCING:

State and Federal funds, Social Services 1991 and 2011 Realignment. This position is budgeted in the Social Services budget (055800) in the salaries and benefits object codes. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: 9/18/2013 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ 9/16/13 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Fenn Date: 9-16-13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
AGENDA NUMBER
31

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Request to hire an HHS Deputy Director over Public Health Services

DEPARTMENTAL RECOMMENDATION:

Request Board 1) approve the title change of the existing HHS Clinical Services Director to HHS Deputy Director-Public Health; 2) approve the job description and salary range for the HHS Deputy Director-Public Health at Range 88 ($6,370 - $7,740); and 3) request Board find that consistent with the adopted Authorized Position Review Policy:

A) the availability of funding for an HHS Deputy Director-Public Health exists and is budgeted, as certified by the Director of Health and Human Services, and concurred with by the County Administrator, and the Auditor-Controller; and
B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
C) approve the hiring of one HHS Deputy Director at Range 88 ($6,370 - $7,740), effective January 1, 2014.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As we approach the upcoming December retirement of the 32-year veteran Public Health Nurse who has been overseeing the HHS Public Health division for the last decades, it is significant to note that this retirement, though a huge loss of institutional knowledge and expertise, also represents an opportunity to take another look at the changing world of health care at all levels of government, and the resulting implications for filling this critical position as this time. While it is true that we need an experienced health care professional to ensure a smooth transition of our existing public health services, it is also true that we need to look to the future and ensure the hiring of not only a seasoned professional, but one who is flexible, creative and strategic. The attached job description proposes such qualifications, as well as those qualifications that will ensure a smooth leadership transition of our current public health programs. The salary range has been reviewed and approved by County Administration/Personnel in the context of the 2013 review of equity adjustments.

This may be a challenging recruitment and, if the first recruitment round does not produce a candidate with the necessary strength of public health knowledge, strengths and abilities, the Department will review alternatives with County Administration and Personnel.

ALTERNATIVES:

Denying approval of this request will delay the replacement of the upcoming retiree in a very key role in our public services.

OTHER AGENCY INVOLVEMENT:

California Department of Public Health, California Department of Health Care Services, all local/regional hospitals and health care providers, Toiyabe Indian Health Project, Inyo County Sheriff's Office (Jail medical), Inyo County Probation (Juvenile Center medical), County Risk Management

FINANCING:

State, Federal, and Health Realignment funds. This position is budgeted 65% in Health (045100); 15% in CHDP (045102); 10% in CCS Admin (045501); 5% in CARES (641213); and 5% in WIC (641912/13) in the Salaries and Benefits object codes. No County General Funds other than the required Maintenance of Effort (MOE) for 1991 Health Realignment.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: Yes Date: 9/19/2013
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ Date: 9/18/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner DE Date: 9/20/13

HHS DEPUTY DIRECTOR – PUBLIC HEALTH

Application Deadline: October 29, 2013

DEPARTMENT: Health and Human Services
LOCATION: Countywide
SALARY: Range 88 ($6,370 - $7,740)
The above monthly salary will be paid over 26 pay periods annually.

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; New CalPERS members (2% at 62) will be required to pay at least 50% of normal cost (6.5%). Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; $20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: Under the direction of the Health and Human Services Director, or her designee, to initiate, organize, direct, and coordinate the design and development of multiple public health programs including related client services; to plan, direct and administer the implementation and on-going management of multiple public health programs; to encourage and support the design and development of integrated service plans among Health and Human Services divisions and programs, as well as with other care providers as appropriate; to serve as a senior HHS management team member; and to provide proactive and positive support to community, departmental and multi-disciplinary teams.

ESSENTIAL FUNCTIONS: Conducts needs assessments, plans, directs and administers the implementation and on-going management of multiple and significant public health services and programs within the jurisdiction of the Inyo County Board of Supervisors, in the most cost effective and customer service oriented manner; facilitates and provides positive and effective leadership to program, project, and multi-disciplinary team members including within HHS and with other community agencies; develops networks, builds alliances, collaborates across boundaries, and finds common ground with a widening range of stakeholders; conducts oneself professionally; communicates effectively in writing and orally; grasps new information; masters business knowledge. Is technically knowledgeable in the health care field and demonstrates continual learning.

Through HHS Director, recommends policies to, and carries out policies of the Inyo County Board of Supervisors. Directs, coordinates and monitors the development of public health work plans, priorities, policies and procedures, and evaluation criteria; assigns work activities to staff, projects and teams; performs the most critical and sensitive professional representation, facilitation, and negotiation tasks; monitors and evaluates work in progress and at completion to ensure compliance with program/project criteria.

In a context of internal and external political and fiscal realities, identifies programmatic needs, goals, objectives, priorities, and activities to be accomplished consistent with policies of the Board of Supervisors and with the Health and Human Service Department's mission, goals, and objectives, develops strategies for the successful achievement of those goals, objectives and priorities; directs and coordinates the implementation of accepted strategies and plans, programs and staff performance; creates a workforce culture which permits others to provide quality public service.

Identifies and develops new and/or modified programs that would promote and enhance the mission, goals, and objectives of the Inyo County Board of Supervisors and Health and Human Services Department and its client services; initiates, oversees, and participates in the necessary research and analysis to justify the appropriateness of implementing the proposed program/project. This is a particularly significant area of focus as we enter new health reform contexts at all levels of government, and requires special emphasis in both broad and detailed oversight and risk management of health/medical issues of inmates in custody in the Inyo County Jail and in the Inyo County Juvenile Center, as well as insight, flexibility, creativity and strategic thinking about future necessary responses to the local impact of health care reform implementation.

Serves as a contributing member with the Health and Human Services management team; participates in the development and implementation of Departmental policies, procedures, and systems; participates in the identification and allocation of fiscal, staffing, and material resources; and contributes to the problem-solving, decision-making, and planning activities of the Department; works closely with and monitors the contract deliverables of the Inyo County Health Officer; participates in staff recruitments, and makes recommendations about personnel hirings, and discipline.

Initiates, directs and coordinates the design and development of integrated service plans whenever possible and practical; initiates collaborative efforts among relevant federal, state, and local agencies; acts as a representative of the Department with other County departments, state agencies and departments, community and outside organizations; ensures communication with and input into all decision-making and data collection processes that impact the goals and mission of the Health and Human Services Department as well as designated programs.

Provides professional and managerial resources to the Health and Human Services Director, the Departmental management team, other directors, managers, staff and clients in a responsible and supportive manner that will maximize the Department's effectiveness, responsiveness, and in accordance with its mission and objectives.

Participates in the development and administration of assigned program budgets, coordination and forecasting of funds needed; researches and analyzes funding resources and availability; monitors and reviews budgets with the Department's fiscal division and with other program managers/supervisors on an on-going basis.

Directs the investigation and resolution of complaints/concerns related to designated program areas and activities; identifies and initiates solutions to major issues involving policy, client service delivery, and organizational changes and directions.

Organizes, coordinates, provides leadership to and participates in a variety of committees and task forces within and outside of the Health and Human Services Department in response to identified needs, special assignments, enhanced communications, and the overall and on-going commitment to team management and the provision of quality client services within public health clinics, in the Inyo County Jail, in the Inyo County Juvenile Center, and within the community.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Education/Experience: At least five (5) years of progressively responsible professional/clinical health experience in a health care field, including at least one (1) years in public sector work, AND at least a bachelors degree from an accredited college or university.

Knowledge of: Principles and objectives of public health services in California. Principles and practices of leadership, motivation, team building, supervision and conflict resolution. Pertinent local, state and federal laws, rules and regulations of California's public health systems. Standard and accepted organizational and management practices as applied to the development, analysis, and evaluation of programs, policies and operational needs in addressing an array of public health issues including but not limited to preventive health, chronic disease issues, community health, communicable disease management, continuity of patient care, child and adult growth and development, sociological, psychological and physical problems involved in the delivery of health care. Principles and practices of organizational administration and personnel management, supervision, training and performance evaluation. Cultural, religious, economic and social groups and relationships relevant to the delivery and acceptance of health and human services.

Ability to: On a continuous basis, analyze programmatic and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem-solve department-related issues; remember various rules; explain and interpret policy. Plan, organize, direct, coordinate and evaluate the activities of multi-disciplinary management, professional, technical, and clerical staff involved in complex and comprehensive program delivery; consider and respond appropriately to the needs, feelings and capabilities of different people in

different situations; be tactful, compassionate, sensitive and treat others with respect. Develop and implement department/division policies, procedures and systems. Build consensus through give and take; persuade others; gain cooperation from others to obtain information and accomplish goals. Successfully develop, control and monitor multiple programs and related expenditures within budgetary constraints. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. Interpret and apply County policies, procedures, rules and regulations in an effective manner. Communicate clearly and concisely, both orally and in writing, using appropriate grammar and paragraph structure, and including proficient use of computers to produce written documents, regularly communicate via e-mail, and navigate the Internet. Operate automated office equipment and systems used by the Department. Supervise, train and evaluate assigned personnel. Work with various cultural and ethnic groups in a tactful and effective manner. Plan, organize, and schedule priorities for self and others in an effective and timely manner. Exercise good judgment by making sound and well-informed decisions; perceive the implications of decisions; make effective and timely decisions. Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others. Establish and maintain effective working relationships with those contacted in the performance of assigned duties. Consistent attendance is an essential function of the position.

Typical Physical Requirements:
On a continuous basis, sit at a desk or in meetings for long periods of time; intermittently walk, stand and bend while going to/from other offices; lift and carry at least 25 pounds for at least 30 feet; twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; climb and descend stairs; use telephone and write or use a keyboard to communicate through written means; hear sufficiently to communicate with clients and to understand actions in public meetings, hearings or administrative proceedings; ability to drive long distances alone.

SPECIAL REQUIREMENTS: Possession of a valid California driver's license is required. Must successfully complete a pre-employment background check and physical examination. Possession of any one of the various California health care practitioner credentials is highly preferable.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.

APPLICATION: Applications will be accepted until **5:00 p.m., October 29, 2013** (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached".** Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancha) and the Death Valley area (Death Valley, Shoshone, and Tecopa). Positions are assigned to a work site based upon the needs of the County. The Department Head and/or County Administration, on a case-by-case basis, may temporarily or permanently reassign positions to another work site as deemed necessary. Additionally, this position requires occasional vehicular travel to other California locations for participation in relevant events or meetings.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB LASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case- basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

For Clerk's Use Only:
AGENDA NUMBER

32

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services/ESAAA

FOR THE BOARD MEETING OF: OCTOBER 1, 2013

SUBJECT: Request to hire one A-PAR Program Services Assistant (PSA) I or II in the ESAAA program.

DEPARTMENTAL RECOMMENDATION:

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

1) the availability of funding for this requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
2) where internal candidates meet the qualifications for the position, the vacancies could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply; and
3) approve the hiring of one A-PAR PSA, either a I at Range 39PT ($10.80 to $13.12/hr.), or a II at Range 42PT ($11.55 to $14.05/hr.), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board recently authorized the hiring of a Program Services Assistant (PSA) for our Lone Pine Senior Program to fill a vacancy that occurred following the promotion of a PSA to the position of Senior Citizen Specialist III. Since that date, a second PSA recently submitted a letter of resignation, which has resulted in a second vacancy. These part-time, up to 19 hours per week, positions perform support services including, but not limited to: meal delivery to home bound seniors, assisted transportation to medical appointments, and homemaking services. The PSA is also available to provide support in other program functions during staff absences.

We are asking permission to fill this second vacant A-PAR PSA I/II position in order to ensure the provision of services and to maintain scheduling flexibility at the Lone Pine Senior Center.

ALTERNATIVES:

The Board could choose not to allow HSS to hire a PSA I or II at the Lone Pine Senior Center, which would decrease the center's ability to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the ESAAA program if absences are covered by higher paid staff and/or staff who have to travel from the Bishop area in order to provide coverage.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal funding, and County General Fund. This position is budgeted 60% in IC Gold (056100) and 40% in ESAAA (683000) in the salaries and benefits object codes.

APPROVALS	
COUNTY COUNSEL: N/A	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 9/17/2013
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: 9/16/13

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: 9-16-13

For Clerk's Use Only:
AGENDA NUMBER

33

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 1, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

34

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 1, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

35

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 1, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

36

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors meetings as follows: A) August 27, 2013; B) September 3, 2013; and C) September 10, 2013.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action

☐ Public Hearing ☑ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:

AGENDA NUMBER

39

FROM: Public Works, CAO

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Consolidated Office Building Project

DEPARTMENTAL RECOMMENDATIONS: Respectfully request your Board provide direction regarding the final design of the proposed Consolidated Office Building. The desired result being consideration for final non-binding approval of the updated Space Plan/Test Fit as outlined in the Design Review process included in the Exclusive Negotiation Agreement (ENA) with Joseph Enterprises. The Department of Public Works and the Office of the CAO will work collaboratively with the balance of the Project Team to implement all recommendations and return to your meeting of October15, 2013 seeking non-binding approval of the final Test Fit/Space Plan and the updated Term Sheet.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION: Following twenty plus years of work, The Department of Public Works and the Office of the CAO are requesting input regarding development of the final design for the proposed Consolidated Office Building to be located on Wye Road in Bishop. On July 16, 2013 your Board participated in a workshop that provided pertinent historical information, relevant financial data and a draft Test Fit and Building Program. Subsequently, your Board hosted a series of three special meetings in Independence, Lone Pine and Bishop to deliver comparable information from north to south and to receive public comment.

On September 9th and 10th Public Works staff met with a representative of the architectural firm Ware Malcomb and several affected Department Heads to discuss potential modifications to the draft Test Fit. Today, your Board is being asked to review the results of those meetings which are included in plan "A" and to contrast them with plan "B" that more closely resembles current space utilization. A representative of the architectural firm is in attendance today to answer any questions and receive input to utilize in generating the final Test Fit/Space Plan for your consideration on October 15, 2013. This will conclude the Design Review process as identified in the ENA.

The agenda for your meeting of October 15, 2013 will also include a request to approve the updated non-binding Term Sheet that will reflect the costs associated with the completed Design Review and any modifications due to changes in construction costs and/or financing rates.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: the Inyo County Office of the County Counsel, Joseph Enterprises, Allan D. Kotin & Associates, Cresa Partners and the firm of Ware Malcomb.

FINANCING:

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/24/13

For Clerk's Use Only:
AGENDA NUMBER

38

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

X Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Approval of Amendment #8 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to November 5, 2013

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the County Administrator to execute Amendment #8 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to November 5, 2013 contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION:

On July 16, 2013, your Board approved Amendment #7 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises, extending the Phase I Expiration date to October 1, 2013. At that time, Staff held an informative workshop to allow you to give any preliminary input your Board may have had prior to being presented to the public at community meetings. The community meetings were conducted on August 6th in Independence, August 12th in Lone Pine and August 19th in Bishop.

During the July 16th Board meeting, staff indicated this item would be brought back to your Board two more times: today, being the first, to solicit final Board input into the preliminary design plans; and, second, to present final space plans to your Board for non-binding approval of the Design Review Phase identified in the Exclusive Negotiating Agreement. Staff anticipates the presentation of the final space plans will be brought to your Board on October 15, 2013.

Therefore, staff recommends one more extension to the Exclusive Negotiating Agreement to complete the Design Review process described above.

ALTERNATIVES:

Your Board could choose to take no action and/or not execute the amendment to the Exclusive Negotiation Agreement with Joseph Enterprises, however, this will terminate the ENA and essentially eliminate the current framework for proceeding with the consolidated building project development process.

OTHER AGENCY INVOLVEMENT:

Primary assistance in this process has been, and will be provided by the Inyo County Office of the County Counsel, and the Inyo County Public Works Department.

FINANCING:

Outside of additional staff time and associated consulting expense, there is no cost or binding obligation to the County associated with amending the Exclusive Negotiation Agreement with Joseph Enterprises.

As indicated above, there will be additional public discussion and actions required of your Board in advance of making any decision that is financially binding upon the County.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: ✓ Date 09/26/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____Date: 9/26/13
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 8 TO

THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN

THE COUNTY OF INYO AND JOSEPH ENTERPRISES

FOR CONSTRUCTION AND LEASING OF

INYO COUNTY CONSOLIDATED OFFICE BUILDING

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Joseph Enterprises (hereinafter referred to as "Developer"), have entered into an Exclusive Negotiation Agreement for the construction and leasing of an Inyo County Consolidated Office Building in Bishop dated September 6, 2011 (Extended to October 1, 2013 by Amendment #7)

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

WHEREAS, such Agreement provides that the Agreement may be amended with an extension period, 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 Developer hereby amend such Agreement as follows:

Section 3.1.1 (TERM OF AGREEMENT) of the Agreement is amended to read in its entirety as follows:

> Phase 1 will continue until November 5, 2013 which is the Phase I Expiration Date. If by the Phase 1 Expiration Date, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

AMENDMENT NUMBER 8 TO

THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN

THE COUNTY OF INYO AND JOSEPH ENTERPRISES

FOR CONSTRUCTION AND LEASING OF

INYO COUNTY CONSOLIDATED OFFICE BUILDING

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

COUNTY OF INYO

By:_____

Dated:_____

DEVELOPER

By:_____
Signature

_____
Type or Print

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER
39

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Mental Health

FOR THE BOARD MEETING OF: **October 1, 2013**

SUBJECT: Ordinance establishing fees for the Inyo County Mental Health Program

DEPARTMENTAL RECOMMENDATION:
Request Board A) conduct a Public Hearing on a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Inyo County Community Mental Health Services Fees", that will repeal current Ordinance No. 1174; and B) waive the first reading of the ordinance and schedule the enactment for 11:30 a.m., Tuesday, October 8, 2013 in the Board of Supervisors Room at the County Administrative Center, in Independence, California.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Effective in Fiscal Year 2012/13, Assembly Bill (AB) 1297 directed the Department of Health Care Services (DHCS) to reimburse Short Doyle Medi-Cal Federal Financial Participation (FFP) to County Mental Health Plans (MHP's) based upon their certified actual costs. To accomplish this, DHCS decided to use counties' most recently filed cost report rates adjusted for inflation as a reasonable method to approximate counties' actual costs. The new DHCS interim rates serve as the new maximum counties are allowed to bill to Short Doyle Medi-Cal.

Inyo County Mental Health services fees were last updated in December 2012 to align with DHCS' recommended rates at that time. For Fiscal Year 2013/14, DHCS is using FY 2011/12 most recently filed cost reports as the basis to approximate counties' actual costs. DHCS has programmed the new rates for each county into the Short Doyle 2 billing system and are effective now for services provided after June 30, 2013. The interim payments derived from these new rates will be settled to the lower of costs via the annual cost report settlement process.

The changes to Inyo County's rates are as follows: Mental Health Services and Therapeutic Behavior Services rates went from $3.32 per minute to $3.00 per minute; Medication Support rate went from $5.41 per minute to $5.94 per minute; Crisis Intervention rate went from $4.66 per minute to $4.00 per minute; and Case Management Brokerage rate went from $2.88 per minute to $3.78 per minute. Please note that differences will be recouped by the county and/or state at settlement time 2-3 years later, regardless.

ALTERNATIVES:
Your board could deny this request; Inyo County Mental Health would continue to claim Short Doyle Medi-Cal – FFP funds at its 2012- board approved rates. Differences between what was paid and costs of services will be recouped by the state and/or county at cost report settlement time, approximately 1 1/2 years later.

OTHER AGENCY INVOLVEMENT:
Department of Health Care Services

FINANCING:
Short Doyle Medi-Cal - Federal Financial Participation funds. This revenue will be deposited in Mental Health (045200), object code Mental Health Medi-Cal (4748).

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 9/3/2013
AUDITOR/CONTROLLER: N/A	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR: N/A	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER: N/A	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner BE Date: 9/19/13

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING INYO COUNTY COMMUNITY
MENTAL HEALTH SERVICE FEES
AND REPEALING ORDINANCE NO. 1174

The Board of Supervisors of Inyo County ordains as follows:

Section I: INTENT

Inyo County currently charges mental health fees for mental health services provided by the County. These fees are only charged to those who are able to pay them. These fees were last adopted on December 18th, 2012. The intent of this ordinance is to adjust those fees in accordance with Assembly Bill (AB) 1297, which directs the California Department of Health Care Services (DHCS) to reimburse Mental Health Plans (MHP) based upon an approximation of their actual costs. DHCS has determined that a reasonable approximation of the MHP's cost is the calculation of costs using its prior year's certified cost report. DHCS has released an Interim Rate table for Fiscal Year 2013/14 using Fiscal Year 2011/12 cost report. Inyo County Mental Health intends to charge fees in keeping with the designated rates that are set forth by DHCS.

Section II: PURPOSE

The purpose of this ordinance is to adjust fees, based on the rates set forth by DHCS for the provision of mental health services to recover the costs of providing the program.

Section III: AUTHORITY

Welfare and Institutions Code (W&I), Sections 5709 and 5710 authorize the County to charge for mental health services in accordance with W&I section 5720. DHCS considers the rates in the most recently filed certified cost reports as a reasonable means of approximating the County's certified public expenditures. DHCS will claim federal reimbursement for each MHP based upon an approximation of its actual cost of providing the services without exceeding the contract upper payment limit that is applied to each MHP.

Section IV: FEES

The County of Inyo Community Mental Health Program fees are hereby established as follows:

INYO COUNTY MENTAL HEALTH SERVICES SCHEDULE OF FEES

MODE OF SERVICE	SERVICE DESCRIPTION	FEE (per minute of service)
Outpatient Services	Mental Health Services	$3.00
Outpatient Services	Therapeutic Behavioral Services	$3.00
Outpatient Services	Medication Support	$5.94
Outpatient Services	Crisis Intervention	$4.00
Outpatient Services	Case Management Brokerage	$3.78

Section V: SERVICE

The activities included within the Service Description are defined in Title 9, California Code of Regulations (CCR), Section 543: Title 22, CCR, Section 51341.

Section VI: UNITS OF SERVICE

The fee for each Service shall be the exact number of minutes used by staff providing a reimbursable services, pursuant to Title 9, CCR, Section 1840.316, and such amendments thereto and superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VII: DETERMINATION OF FEE FOR INDIVIDUAL

The exact amount of the fee charged to each individual for a Service may be less than the maximum fee established pursuant to Section IV and VI herein, subject to the minimum annual fee for service set forth in this Section VII. Such exact fee for an individual shall be determined based upon ability to pay in accordance with the "Uniform Method of Determining Ability to Pay" pursuant to W&I Section 5724 and set forth in DMH Information Notice 98-13, and such amendments and/or superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VIII: APPLICATION TO DEFINED SERVICES ONLY

This Ordinance shall apply only to the Services expressly designated and defined herein, and not to any other services and associated rates, fees, or charges which the County of Inyo is authorized to charge or collect pursuant to other applicable law.

Section IX: COUNTY ORDINANCE 1174 REPEALED

On the effective date of this Ordinance, Ordinance No. 1174, establishing fees for the Inyo County Community Mental Health Program is repealed.

Section X: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124 (b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
, Chairman
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio, Clerk of the Board

By:_____
Pat Gunsolley, Assistant Clerk of the Board

FY2013-2014 Interim Rate Calculations

ounty Code	County	Inpatient Hospital	Administrative Days	Psychiatric Health Facility	Adult Crisis Residential	Adult Residential	Crisis Stabilization - ER	Crisis Stabilization - UC	Day Treatment - Half Day	Day Treatment - Full Day	Day Rehabilitation - Half Day	Day Rehabilitation - Full Day	Case Management/ Brokerage	Mental Health Services	Medication Support	Crisis Interventic
1	Alameda	2,116.57		-	-	-	141.14	-	-	422.84	-	-	3.11	3.17	8.49	3.4
2	Alpine	-		-	-	-	-	-	-	-	-	-	3.51	4.53	8.37	8.2
3	Amador	-		-	-	-	-	-	-	-	-	-	3.55	2.96	5.07	3.7
4	Butte	-		703.54	-	-	-	126.48	-	-	-	-	1.81	2.34	4.32	3.4
5	Calaveras	-		-	-	-	-	-	-	-	-	-	2.78	2.56	6.50	2.4
6	Colusa	-		-	-	-	-	-	-	-	-	-	3.24	2.12	3.14	2.3
7	Contra Costa	2,231.45		-	-	-	198.73	-	-	389.55	-	-	2.05	2.65	4.90	3.9
8	Del Norte	-		-	-	-	-	-	-	-	-	-	1.59	1.31	7.01	1.6
9	El Dorado	-		663.05	377.66	-	-	-	-	-	-	-	2.32	2.98	5.52	4.4
10	Fresno	1,669.54		975.94	-	-	-	-	301.14	422.97	-	-	2.21	2.86	5.27	4.2
11	Glenn	-		-	-	-	-	-	-	-	-	-	2.10	2.72	5.01	4.0
12	Humboldt	1,490.54		-	-	-	79.24	-	-	-	88.17	-	2.06	2.66	4.09	3.9
13	Imperial	-		-	-	-	-	-	-	-	-	-	2.64	3.41	6.30	5.0
14	Inyo	-		-	-	-	-	-	-	-	-	-	3.78	3.00	5.94	4.0
15	Kern	1,663.22		-	-	-	-	171.16	-	-	-	-	2.52	3.26	6.02	4.8
16	Kings	-		-	-	-	-	-	-	222.56	-	-	1.79	2.32	4.28	3.4
17	Lake	-		-	-	-	-	-	-	-	-	-	1.91	2.46	4.55	3.6
18	Lassen	-		-	-	-	-	-	-	232.12	-	205.63	3.63	4.50	7.55	6.2
19	Los Angeles	-		-	-	-	-	-	-	247.97	-	-	2.34	3.00	5.92	4.7
20	Madera	-		-	-	-	-	-	-	-	-	-	1.98	2.19	4.39	2.6
21	Marin	-		-	-	-	-	175.50	-	-	-	-	3.75	4.80	8.96	7.2
22	Mariposa	-		-	-	-	-	-	-	314.22	-	-	3.37	4.35	8.03	6.4
23	Mendocino	-		-	-	-	-	-	-	189.62	-	122.93	3.20	3.15	6.69	3.2
24	Merced	-		1,743.13	-	-	-	34.76	-	-	-	-	4.36	5.01	6.85	3.4
25	Modoc	-		-	-	-	-	-	-	-	-	-	2.00	2.58	3.46	2.4
26	Mono	-		-	-	-	-	-	-	-	-	-	5.54	5.12	8.26	5.5
27	Monterey	-		-	-	-	-	-	-	-	-	-	2.85	3.69	6.81	5.4
28	Napa	-		-	-	-	-	-	-	-	-	-	4.73	4.84	10.20	4.7
29	Nevada	-		-	-	178.26	-	-	-	-	-	-	2.14	2.76	5.10	4.1
30	Orange	-		-	-	-	-	116.74	-	-	-	-	3.46	4.40	8.13	6.5
31	Placer	-		-	-	-	-	-	-	405.12	-	335.36	7.86	4.11	6.10	7.8
32	Plumas	-		-	-	-	-	-	-	-	-	-	1.48	1.92	3.54	2.8
33	Riverside	1,637.99		-	-	-	123.09	-	-	-	-	-	2.00	2.03	4.64	2.0
34	Sacramento	1,850.43		835.09	-	-	1,567.35	-	-	-	-	-	2.85	3.68	6.80	5.4
35	San Benito	-		-	-	-	-	-	-	-	-	-	1.79	2.31	4.28	3.4
36	San Bernardino	1,406.95		-	-	-	-	-	-	-	-	297.02	2.76	2.95	6.32	6.0
37	San Diego	1,184.52		-	-	-	50.78	50.78	-	-	-	70.49	3.00	3.88	7.16	5.7
38	San Francisco	-		-	-	-	-	-	-	-	-	-	2.88	3.80	7.41	5.8
39	San Joaquin	-		1,138.83	-	-	-	91.69	-	-	-	48.25	2.39	3.33	5.99	4.1
40	San Luis Obispo	-		1,548.34	-	-	-	-	-	332.58	-	-	4.43	4.31	6.34	4.5
41	San Mateo	2,016.36		-	-	-	92.22	-	353.50	496.49	206.22	321.89	4.95	6.40	11.82	9.5
42	Santa Barbara	1,669.54		-	-	-	-	-	-	-	-	-	2.21	2.86	5.27	4.2
43	Santa Clara	2,290.49		-	-	-	141.66	-	-	-	-	-	4.71	6.09	11.25	9.0
44	Santa Cruz	-		-	-	-	-	-	-	132.18	-	-	2.58	3.34	6.16	4.9
45	Shasta	-		-	365.46	-	-	220.76	-	-	-	-	2.69	3.47	3.81	5.1
46	Sierra	-		-	-	-	-	-	-	-	-	-	1.33	1.74	3.23	1.7
47	Siskiyou	-		-	-	-	-	-	-	-	-	89.99	2.98	2.50	4.98	2.6
48	Solano	-		-	-	-	-	-	-	497.21	-	322.35	4.95	6.41	11.83	9.5
49	Sonoma	-		-	-	-	-	58.86	-	-	-	-	2.09	2.71	5.00	4.0
50	Stanislaus	-		-	-	-	-	-	-	-	-	-	2.41	3.10	5.75	4.1
52	Tehama	-		-	-	-	-	90.82	-	-	-	-	1.84	2.51	4.29	3.1
53	Trinity	-		-	-	-	-	-	-	-	-	-	2.29	2.96	5.47	4.4
54	Tulare	-		-	-	110.51	-	-	-	-	-	-	1.40	2.70	4.13	2.9
55	Tuolumne	-		-	-	-	-	121.28	-	-	-	-	3.25	4.20	7.76	6.2
56	Ventura	1,788.92		-	-	-	-	-	-	-	-	-	2.29	2.96	5.46	4.4
57	Yolo	-		-	-	-	-	-	-	-	-	-	2.14	2.77	5.12	4.1
58	Sutter-Yuba	-		1,016.10	-	-	-	-	-	-	-	-	2.88	3.72	6.87	5.5

State of California—Health and Human Services Agency
Department of Health Care Services

TOBY DOUGLAS
DIRECTOR

EDMUND G. BROWN JR.
GOVERNOR

August 22, 2012

MHSD INFORMATION NOTICE NO.: 12-06

TO: LOCAL MENTAL HEALTH DIRECTOR'S
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
COUNTY ADMINISTRATIVE OFFICES
CHAIRPERSONS, LOCAL MENTAL HEALTH BOARDS

SUBJECT: ELIMINATING THE SCHEDULE OF MAXIMUM ALLOWANCE PER ASSEMBLY BILL 1297

REFERENCE: Welfare and Institutions Code, Section 5720 and 5724, 42 CFR 447.362 and 42 CFR 433.51

EXPIRES: Retain until superseded

Effective July 1, 2012, Assembly Bill (AB) 1297 (Statutes of 2011) directs the Department of Health Care Services (DHCS) to reimburse county mental health plans (MHPs) based upon their certified public expenditures (CPEs) that do not exceed the non-risk contract upper payment limit (UPL) applied to each MHP. The intent of AB 1297 is for DHCS to claim federal reimbursement for each MHP based upon an approximation of its actual cost of providing the services without exceeding its UPL.

The purpose of this information notice is to briefly describe the CPE process, the UPL for each MHP, how the State will provide interim reimbursement to each MHP for specialty mental health services provided after June 30, 2012, and how the State will perform its interim and final cost settlement of specialty mental health services.

Certified Public Expenditures

The following overview of CPE requirements is provided to give MHPs a general understanding of the CPE requirements that are applicable to the specialty mental health services program.

Section 1903(a) of the Social Security Act provides, in part, that the Federal Government shall pay to the State a percentage "of the total amount expended" for

providing medical assistance (which includes specialty mental health services).[1] This percentage is referred to as the Federal Medical Assistance Percentage (FMAP).

States may use public funds expended by other units of government for purposes of claiming federal reimbursement for the cost of Medicaid services and activities. Section 433.51 of title 42 of the Code of Federal Regulations provides that the amount expended must be ". . . certified by the contributing public agency as representing expenditures eligible for FFP under this section." Public entities may not certify expenditures that have not yet been made, for example, where the certification is based, in whole or in part, on an invoice or other billing that has not yet been paid. Federal reimbursement with respect to the expenditure certified is paid to the state in accordance with the appropriate FMAP rate. For example, in a state with a 50 percent FMAP rate, if the amount certified is $100, then the claim would be for $50 in FFP (.50 x 100).

DHCS claims federal reimbursement for Medi-Cal specialty mental health services based on public expenditures certified by the MHPs. When a MHP submits an interim claim for reimbursement it should either reflect the MHP's actual cost or a reasonable approximation of the MHP's actual cost. When the claim for reimbursement is for a specialty mental health service rendered by a county owned and operated facility, the MHP is not expected to know its actual cost. The MHP will not know its actual cost until the fiscal year is over and it has completed its cost finding and cost allocation through the specialty mental health services cost report. Consequently, the interim claim for reimbursement of services rendered by county-owned and operated providers will be based upon a reasonable approximation of the MHP's actual cost. An example of a reasonable approximation is the determination of costs based upon the prior year's certified cost report. DHCS will settle these interim payments to actual cost when the MHP files its certified cost report.

When the claim for reimbursement is for a service provided by a contract provider, the MHP is expected to know its interim cost. After a contract provider renders a specialty mental health service to a Medi-Cal beneficiary, it will invoice the MHP for payment. The MHP must pay the provider before submitting a claim to DHCS for federal reimbursement. The interim cost to the MHP is equal to the amount it paid the provider for the service rendered. This cost to the county is the amount the county may certify as its public expenditures as long as the source(s) of funding used to pay the provider is eligible for federal reimbursement. DHCS expects the claim for reimbursement to equal the amount the MHP paid the provider for the service rendered less any funding sources not eligible for federal reimbursement.

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[1] 42 U.S.C. § 1396b(a).

Mental Health Plan Upper Payment Limit

MHPs contract with DHCS to provide specialty mental health services to Medi-Cal beneficiaries under a section 1915(b) waiver. That section 1915(b) waiver identifies the contract between DHCS and the MHPs as a non-risk contract. Title 42, Chapter IV, Subchapter C, Part 447, Section 362 of the Code of Federal Regulations (42 CFR 447.362) establishes the UPL for non-risk contracts.

Under the provisions of 42 CFR 447.362, the federal reimbursement paid to MHPs may not exceed the amount that Medicaid would have paid providers under the State plan for the services furnished to Medi-Cal beneficiaries plus the net savings of administrative costs the Medicaid agency achieves by contracting with the MHPs.

DHCS is currently working with CMS to obtain approval of proposed State Plan Amendment (SPA) 09-004 that describes the methodology by which it will determine each MHP's non-risk contract UPL to be applied to reimbursement to each MHP for their expenditures in providing specialty mental health services. The purpose of SPA 09-004, which is expected to be approved for an effective date of January 1, 2009, is to establish the MHP UPL to allow reimbursement under the Specialty Mental Health Services Waiver up to the federal UPL, which will be equal to the sum of total allowable costs less third party revenue for all of the MHP's legal entities. Total allowable costs for each legal entity will likely be equal to the lower of allowable cost or usual and customary charges for the specialty mental health services provided, unless the legal entity qualifies as a nominal charge provider. Total allowable costs for a legal entity that qualifies as a nominal charge provider is equal to the legal entity's allowable cost for the specialty mental health services provided.

DHCS will separately calculate the UPL for each MHP and apply it to the total certified public expenditures at interim settlement and final settlement. At interim and final settlement, the MHP's total CPEs reimbursed must not exceed its UPL.

Interim Claims for Reimbursement

Interim claims for payment of federal reimbursement for specialty mental health services provided after June 30, 2012, will not be limited by the Schedule of Maximum Allowances (SMA). Interim claims for reimbursement of specialty mental health services provided by county owned and operated providers will be limited by an interim rate established for each county. MHPs must submit claims for reimbursement of services provided by contract providers that are equal to the lowest of the amount the county paid the provider, an estimate of the provider's reasonable and allowable cost to provide the service, or the provider's usual and customary charge for the service. MHPs will have the option to establish a countywide maximum allowance to limit interim

claims for reimbursement of specialty mental health services provided by contract providers.

Because the MHPs know their interim cost of services provided by their contract providers, they may claim reimbursement based upon the amount they paid the providers without a maximum rate. Some MHPs may not have the capacity to submit claims for reimbursement based upon their actual costs due to various claiming rules established by the Health Insurance Portability and Accountability Act (HIPAA). To prevent over claiming in these situations, some MHPs may want to limit their interim reimbursement for services provided by contract providers to some maximum rate. The State will be seeking additional information from MHPs to determine which MHPs intend to limit their interim reimbursement for services provided by contract providers and the maximum rates they will establish for services provided by contract providers.

Because the MHP does not immediately know the actual cost of services provided by its county-owned and operated providers, DHCS must establish interim rates that approximate the MHP's cost of providing the service. DHCS will calculate interim rates for each MHP for each Medi-Cal mode and service function that the MHP is certified to provide.[2] DHCS will base the interim rate on the most recently filed cost report trended forward using a cost of living index. All interim claims submitted by a MHP for services provided by its county owned and operated providers will be limited by this interim rate.

To calculate appropriate interim rates for county owned and operated providers for Fiscal Year 2012-13, DHCS will be requesting additional cost information from the MHPs. DHCS will base the Fiscal Year 2012-13 interim rates on the most recently filed Fiscal Year 2009-10 cost report for the county legal entity. DHCS's methodology to reimburse indirect costs in the Fiscal Year 2009-10 cost report is different from the methodology it will use to reimburse indirect costs in Fiscal Year 2012-13. In Fiscal Year 2009-10, indirect costs would have been largely allocated to administration. In Fiscal Year 2012-13, indirect costs will be distributed among administration, utilization review/quality assurance, Medi-Cal Administrative Activities, and direct services. DHCS will be requesting MHPs to provide it with the amount of indirect costs that would have been allocated to each mode and service function reported in the Fiscal Year 2009-10 cost report had the county allocated costs using the same methodology described in DMH Letter 11-01.

Interim Settlement

DHCS will base the settlement of all interim payments on the MHP's CPEs that do not exceed its UPL. The MHP's CPEs for services provided by its county legal entity is

[2] The terms "Medi-Cal mode" and "Medi-Cal service function" are defined in the Specialty Mental Health Services billing and cost reporting protocol.

equal to the county legal entity's reasonable and allowable costs as determined in the county legal entity's specialty mental health services cost report. The MHP's CPEs for specialty mental health services provided by its contract owned and operated providers is equal to the amount it paid its contract providers for the specialty mental health services.

Each MHP's UPL will be equal to the total amount that DHCS would have paid the provider if the provider was reimbursed pursuant to the State Plan. The reimbursement methodology in the State Plan is likely to be limited to the lower of the provider's usual and customary charge or allowable cost for the specialty mental health services provided. The UPL for each MHP will likely be equal to the sum of each provider's usual and customary charge or allowable cost for the services provided, whichever is lower.[3] DHCS will calculate the federal reimbursement due to each MHP based on its CPEs that do not exceed its UPL.

The amount of federal reimbursement due to a MHP as determined in its cost report will continue to be compared to all interim payments made to the MHP. If the interim payments are less than the amount of federal reimbursement determined in the cost report, the MHP will receive a payment for the amount due. If the interim payments made to the MHP are greater than the federal reimbursement determined in the cost report, DHCS will require the MHP to repay the overpayment.

Final Settlement

Within three years after the MHP submits the reconciled cost report, DHCS will settle all payments to the MHP's finalized, audited spending year cost report. If at the final settlement, DHCS determines that the MHP has been underpaid, the MHP will receive a payment for the amount due. If at the end of the final settlement, DHCS determines that it overpaid the MHP, it will require the MHP to repay the overpayment. DHCS will follow federal Medicaid procedures for managing overpayments.

Please contact Charles Anders at (916) 650-6684 or Charles.Anders@dhcs.ca.gov if you have any questions about this information notice.

Sincerely,

Original signed by

Vanessa Baird
Deputy Director

[3] The State will inform MHPs how the UPL will be calculated once CMS approves SPA 09-004.

For Clerk's Use Only:
AGENDA NUMBER

4

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator/Planning Department/County Counsel

FOR THE BOARD MEETING OF: October 1, 2013

SUBJECT: Preliminary Assessment of Draft Environmental Impact Report for the City of Los Angeles Department of Water and Power's Proposed Southern Owens Valley Solar Ranch Project

DEPARTMENTAL RECOMMENDATION: Receive a presentation regarding staff's preliminary assessment of the Draft Environmental Impact Report for the proposed Southern Owens Valley Solar Ranch project and provide direction.

SUMMARY DISCUSSION: Approximately three years ago, in October 2010, the City of Los Angeles Department of Water and Power (DWP) issued a Notice of Preparation (NOP) of Environmental Impact Report (EIR) for a proposed "Southern Owens Valley Solar Ranch" in the vicinity of Lone Pine. Two potential locations for the project were identified: (1) one south of Lone Pine adjacent to the north shore of Owens Lake and (2) the other east of Lone Pine on the east bank of the Owens River north of the Narrow Gage Road. The County provided input in response to the NOP on November 12, 2010[1].

After the County provided its input, County and DWP staff worked to address areas of concern, but progress on the EIR slowed. DWP subsequently informed County staff that an alternate site was being considered further north towards Independence, north of Manzanar–Reward Road and east of the Owens River. Earlier this year, the County and DWP staff reengaged to develop a Term Sheet for a Memorandum of Understanding (MOU) to address relevant issues, which was approved by the Board on August 8, 2013. The Term Sheet is not an MOU and by approval of the Term Sheet, the Board did not commit the County to enter into an MOU. In developing the Term Sheet, staff estimated direct County costs due to the project at approximately $6.3 million. County staff is working with DWP to develop the MOU based on the Term Sheet. Once completed, the MOU will be submitted to the Board for consideration.

Summary Project Description

DWP released a Draft EIR earlier in September to evaluate the project. The proposal involves development of a 200 megawatt (MW) solar energy facility using photovoltaic (PV) panel modules on approximately 1,200 acres of City of Los Angeles land in the southern Owens Valley, approximately six miles southeast of Independence, ten miles north of Lone Pine, and 1.5 miles east of the Owens River. Primary elements include the solar panel arrays, supporting electrical equipment, on-site electrical collection cabling, an on-site electrical substation, improvement of a portion of Manzanar Reward Road, on-site roadways, and a maintenance building. The substation would connect with DWP's adjacent Inyo–Rinaldi 230 kilovolt alternating current transmission line.

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1 Refer to http://inyoplanning.org/projects.htm for information regarding the project, including the County's previous correspondence and the Term Sheet, and a link to the Draft EIR.

Draft EIR

The Draft EIR indicates that the overall purpose of the project is to provide 200 MW of electrical power generated through a solar PV installation to help meet broader goals related to increasing the use of sustainable renewable energy resources and decreasing greenhouse gas and air pollutant emissions. The following issue areas are evaluated: Aesthetics/Visual Resources; Hydrology and Water Quality; Agricultural and Forestry Resources; Land Use; Air Quality; Noise; Biological Resources; Population and Housing; Cultural and Paleontological Resources; Public Services; Geology, Soils, and Mineral Resources; Recreation; Greenhouse Gas Emissions; Traffic and Transportation; Hazards and Hazardous Materials; and, Utilities and Service Systems. According to the Draft EIR, best management practices and/or mitigation measures are identified to preclude potentially significant impacts. No unavoidable significant project-specific or cumulative or growth-inducing impacts are identified.

The Draft EIR evaluates the following alternatives:

- Alternative 1: Energy Conservation
- Alternative 2: Additional Local Distributed Solar Generation
- Alternative 3: Alternative Location Outside the Owens Valley
- Alternative 4: Alternative Area of the Owens Valley
- Alternative 5: Alternative Location East of the Lower Owens River
- Alternative 6: Reconfiguration of the Proposed Project Facilities
- Alternative 7: Concentrating Solar Technology
- Alternative 8: No Project

Of these, Alternative Nos. 1 and 2 are considered infeasible, and Alternative Nos. 3 may not be achievable due to limited property availability elsewhere. The proposed project is identified as the environmentally superior alternative.

Preliminary Staff Analysis

Staff is evaluating the Draft EIR and working to refine its earlier costs estimates, and will provide a preliminary analysis under separate cover. Staff plans to incorporate feedback from the Board into comments on the Draft EIR and submit the draft comments to the Board for consideration at a later date. According to the Notice of Availability, the review period for the Draft EIR is scheduled to close on October 18, 2013. DWP staff has indicated that the review period will be extended to November 2, 2013.

ALTERNATIVES: The Board may consider directing staff to not proceed with preparing draft comments regarding the Draft EIR and/or ceasing work on the MOU. These alternatives are not recommended as the project has the potential to impact the County, and the MOU provides an opportunity to address financial impacts to the County.

OTHER AGENCY INVOLVEMENT: The County Administrator and Planning Director, in coordination with County Counsel, are overseeing the overall County response to the project and coordinating with DWP. All County departments are participating in the identification and documentation of potential impacts to the County. Other agencies, organizations, and persons will also be participating in the environmental review process, such as Caltrans, the California Department of Fish and Wildlife, local tribes, other local agencies, etc.

FINANCING: General funds are utilized to support staff's efforts in monitoring DWP's activities. Funding for portions of the socioeconomic work has been from the Natural Resource Development budget (010204).

County costs anticipated due to construction and operation of the project are expected to be addressed in the MOU as outlined in the Term Sheet.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 9/25/13
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

44

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☒ Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: **October 1, 2013**

SUBJECT: Report of the secured tax delinquency rate within the Southern Inyo Fire Protection District as of June 30, 2013.

DEPARTMENTAL RECOMMENDATION:

The Board should review its option to discontinue Teeter treatment of Southern Inyo Fire Protection District's special tax assessments pursuant to Section 4702.7 of the Revenue and Taxation Code.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The sole purpose of this Agenda Item is to alert your Board that: 1.) As of June 30, 2012, the secured tax delinquency rate within the Southern Inyo Fire Protection District (District) was 18.94%, and 2.) To inform your Board as to a legal option that is created by said delinquency. Section 4702.7 of the Revenue and Taxation Code provides the Board with the option to discontinue the Teeter treatment on any local agency's property tax assessments in the event the secured tax delinquency rate of all taxes and assessments levied within a District's geographic boundaries exceed 3% as of June 30th. As of June 30, 2012, the secured tax delinquency rate did not exceed 3% within any other agency whose assessments are collected on the County's secured tax roll.

It is recommended that the Board research this matter to determine whether or not to exercise its legal option to discontinue the Teeter treatment of the District's assessment.

ALTERNATIVES:

Your Board can continue to extend Teeter treatment to the District.

OTHER AGENCY INVOLVEMENT:

The discontinuance of the County's Teeter treatment of the District's assessments could have a detrimental impact on that District's annual cash flow and. therefore, could hinder the District's ability to provide services to the public.

FINANCING:

A Teeter County faces the risk that the total amount of delinquent taxes and assessments advanced will not be recovered by means of subsequent property tax redemptions or the tax-defaulted sale of the parcels on which the agency's assessments were levied.

Pursuant to the Teeter Plan, the County is required to maintain a monetary reserve that is intended to offset all or a portion of such financial losses. As of September 13, 2013, the Tax Loss Reserve Fund balance was $1,375,623.50.

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

DEPARTMENT HEAD SIGNATURE: Alisha McMurtrey Date: 9-16-13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)