

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.

August 26, 2014

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: Elected Officials Assistant Association (EOAA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, 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: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
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 - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Peace Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
7. **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: - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

8. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
9. **PUBLIC COMMENT**
10. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
11. **INTRODUCTION** – Ms. Laura Wieggers, an RN in the Health and Human Services Department will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **Information Services** – Request approval of a blanket purchase order in the amount of \$60,000 to Pitney Bowes Purchase Power for postage.
13. **Advertising County Resources** – Request approval of final payments for 2013-14 Community Project Sponsorship Grant Projects as follows: A) to the Friends of the Mt. Whitney Fish Hatchery - \$2,750 for the 2014 Father's Day Fishing Derby; B) the Bishop Museum and Historical Society – Laws Museum - \$850 for the 2014 LOCOMotive Geoache Event; and C) the Amargosa Conservancy - \$400 for the dedication ceremony for two new pup fish ponds.

DISTRICT ATTORNEY

14. Request approval of a resolution authorizing the submittal of the reapplication for the Inyo County Anti-Drug Abuse Enforcement Team Program Grant to the Board of State and Community Corrections for the period of October 1, 2014 through September 30, 2015; and authorize the District Attorney to sign the application on behalf of the County.

HEALTH AND HUMAN SERVICES

15. **Behavioral Health Services** – Request Board authorize Linda Benson, Inyo County Alcohol and Drug Administrator, to sign the California Department of Health Care Services Certifications of Compliance with the SAPT Block Grant and the Drug Medi-Cal Federal Financial Participation funds.
16. **Health Services** – Request approval of the Contract between the County of Inyo and California Department of Public Health for the California Woman, Infants and Children (WIC) Contract, for the period of October 1, 2014 through September 30, 2015, in the amount of \$327,164, contingent upon the Board's adoption of future budgets; and authorize the Director of Health and human Services to sign the Allocation Agreement No. 14-10237.

PROBATION

17. Request approval of Amendment No. 1 to the Contract between the County of Inyo and Dr. Keith Andersen for professional services, for the period of July 1, 2014 through June 30, 2015, amending the scope of work, and authorize the Chairperson to sign.

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

18. **HEALTH AND HUMAN SERVICES** – Request Board approve and ratify the Allocation Agreement between the County of Inyo and the California Department of Public Health for the provision of local public health emergency preparedness, for the period of July 1, 2014 through June 30, 2017, in the amount of \$857,379, contingent upon the Board's adoption of future budgets; and authorize the Director of Health and Human Services to sign Allocation Agreement No. 14-10507, the Certification Regarding Lobbying, and the Non-Supplantation Certification form.

19. **PLANNING** – Request Board A) receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input; and B) receive a presentation from staff and Supervisors Kingsley and Tillemans about a recent meeting regarding regional collaboration in relation to the Plan Update/Revision and provide input.
20. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board A) receive an update from staff on California's Disaster Proclamation Process and California Disaster Assistance ACT (CDAA) funding process; and B) consider possible correspondence commenting on the State's processes.
21. **PUBLIC WORKS** – Request Board A) ratify the Contract Amendment No. 2 to the Contract between the County of Inyo and Wadell Engineering, Inc., for engineering design and construction support of the new Lone Pine Airport AWOS AV system, in the amount of \$18,000, and authorize the Chairperson to sign; B) approve the plans and specifications for the Lone Pine Airport AWOS AV Project; C) authorize the Public Works Director to advertise and bid the project; and D) authorize the Public Works director to sign the project FAA Grant Agreement.
22. **PUBLIC WORKS** – Request approval of the FAA Project Funding Grant Agreement for the Airfield Lighting, Signage, and Visual Aids Rehabilitation Project at the Bishop Airport; and authorize the Public Works Director to sign.

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

- 11:30 a.m. 23. **PUBLIC WORKS** – Request Board conduct a workshop regarding the Bishop Airport Layout Plan and update of community meetings and outreach.

CORRESPONDENCE - ACTION

24. **INYO COUNCIL FOR THE ARTS** – Request Board close Millpond Recreation Area to the public from Friday, September 19, 2014 at 6:00 a.m., through Sunday, September 21, 2014 at midnight for the 23rd Annual Millpond Music Festival.

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

25. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL



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

For Clerk's Use
Only:
AGENDA NUMBER

12

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **August 26, 2014**

SUBJECT: Authorization to issue blanket purchase order for postage

DEPARTMENTAL RECOMMENDATION:

Request your Board A) Authorize the issuance of a blanket purchase order in the total amount of \$60,000 to Pitney Bowes Purchase Power from the Information Services Budget 011801, Object Code 5236 (Information Services Postage) contingent on Board approval of FY 2014-15 budget.

SUMMARY DISCUSSION:

Information Services processes mail daily for various County departments. The cost of postage related to this activity is requested in the Information Services budget annually. Information Services uses Pitney Bowes postages machines, selected though a competitive bid process and approved by your Board in December, 2013, to apply postage to mail. The Pitney Bowes machines are metered and will only allow postage to be applied up to the amount on account with Pitney Bowes. Approximately every two months, Inyo County's postage account with Pitney Bowes is refreshed. The Auditor's Office has requested that annually a blanket purchase order for the amount of estimated postage be created and that the cost of each postage refresh be applied towards the blanket purchase order.

ALTERNATIVES:

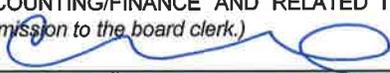
Your Board could choose not to approve this request in which case each postage refresh purchase would need to approved through the County purchasing policy process.

OTHER AGENCY INVOLVEMENT:

Auditor's Office, Purchasing Department

FINANCING:

Funding for postage costs are requested in the FY 2014-15 Information Services 011801 budget, Object Code 5236 (Information Services Postage).

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 8/15/14
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:  Date: **8/15/14**
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 13
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Friends of the Mt. Whitney Fish Hatchery for the 2014 Independence Father's Day Fishing Derby; the Bishop Museum and Historical Society -- Laws Museum, for the 2014 Laws Museum LOCOMotive Geocache Event; and the Amargosa Conservancy for the dedication ceremony for the new Pupfish Ponds.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments to the Friends of the Mt. Whitney Fish Hatchery for \$2,750 for the 2014 Independence Father's Day Fishing Derby; a final payment to the Bishop Museum and Historical Society -- Laws Museum for \$850 for the 2014 LOCOMotive Geocache Event; a final payment of \$400 to the Amargosa Conservancy for the dedication ceremony for two new Pupfish Ponds. These are all 2013-14 Community Project Sponsorship Grant projects funded from the 2013-2014 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Friends of the Mt. Whitney Fish Hatchery was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$5,500 in December of 2013 to help sponsor the Independence Father's Day Fishing Derby. The derby was held on June 14, 2014, and attracted anglers and families from Southern California, Central California, and Northern California, in addition to Inyo County residents. Participants landed planted trout, wild trout and blue gill. About 200 anglers registered for the derby, an increase of more than 25 percent compared to last year (146). Prizes were awarded in a variety of categories in both the Junior and Adult divisions. The organizers concluded, "fishing enthusiasts of all ages came to enjoy a great day of Eastern Sierra fishing. It was an enjoyable family event and we look forward to next year's Independence Fishing Derby."

After contracts were finalized, half the grant funds (\$2,750) were disbursed to the Friends. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$2,750. The Friends also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event.

The Bishop Museum and Historical Society, Laws Museum was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$1,700 in December of 2013 to help sponsor the third annual LOCOMotive Geocache Event. The event was held on May 17, 2014 on the grounds of the Laws Museum, and attracted more than 90 people from Nevada, Southern California, Fresno, Ridgecrest, Mono and Inyo counties.

After contracts were finalized, half the grant funds (\$850) were disbursed to the Society. The Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$850. The Society also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Amargosa Conservancy was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$800 in August of 2013 to help sponsor the dedication ceremony for new pupfish ponds. The dedication ceremony was held on November 3, 2014, and included the general public and representatives from such groups as the Death Valley 49ers, local Audubon Society Chapters, and various media from Nevada and California.

After contracts were finalized, half the grant funds (\$400) were disbursed to the Conservancy, which has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$400. The Conservancy also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

OTHER AGENCY INVOLVEMENT: County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2013-14 Advertising County Resources Budget (011400), Professional Services (5265).

<u>APPROVALS</u>	
COUNTY COUNSEL: <p style="text-align: center;">N/A</p>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <p style="text-align: right;">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  <p style="text-align: right;">Approved: <u>yes</u> Date <u>8/18/2014</u></p>
PERSONNEL DIRECTOR: <p style="text-align: center;">N/A</p>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <p style="text-align: right;">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)


 Date: 8/19/14

Friends of the Mt. Whitney Fish Hatchery
P. O. Box 482
Independence, CA 93526

July 23, 2014

Board of Supervisors
County of Inyo
PO Box N
Independence, California 93526

Subject: Final Report for the Father's Day Weekend Fishing Derby
Community Project Sponsorship Grant

Dear Board of Supervisors,

The annual Independence Fishing Derby took place on Saturday, June 14, 2014 and participants of all ages had a wonderful day fishing in and around the Independence area, followed by the weigh-in and awarding of prizes at Dehy Park. Out of the many participants, 200 of them weighed in and registered to win prizes. Categories included heaviest fish, heaviest stringer, largest wild trout, and largest bluegill and blind bogey (adult and junior divisions).

Visitors to Inyo County came from southern California (including Moreno Valley, Temecula, Torrance, San Diego, Glendora), central California (including Bakersfield) and northern California (including Ukiah and Sacramento) as well as out of state participants. Locals from the Owens Valley also participated.

The Derby Committee (several community members) worked with Friends of the Mt. Whitney Fish Hatchery to plan, promote, buy and collect awards and run the derby weigh-in, exhibiting good teamwork. The Committee sent mass email messages via the derby database and interfaced with the public to answer questions and provide maps and fishing guides, as well as manage the financial accounting for the event. The Independence Fishing Derby has a Facebook page that is utilized by many participants.

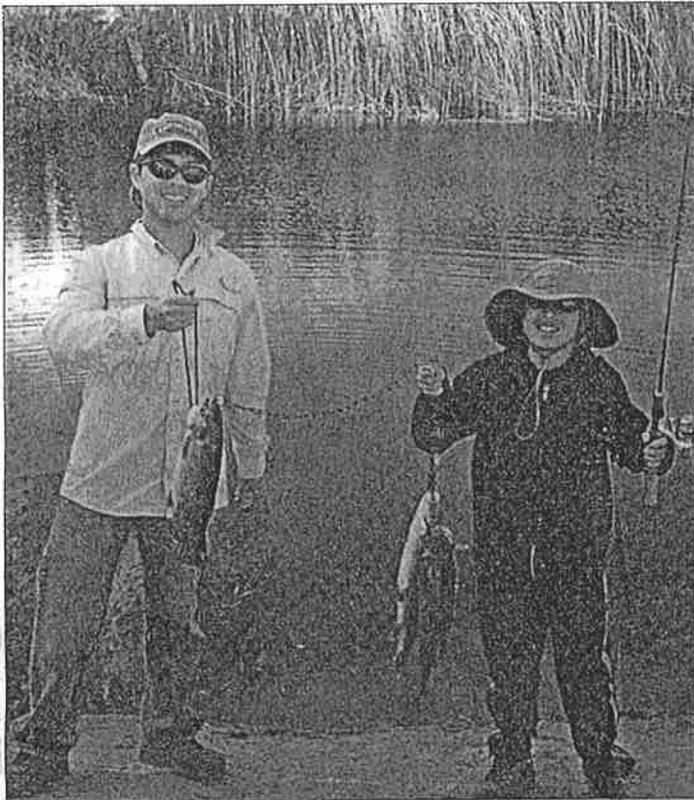
The Mt. Whitney Fish Hatchery and Committee worked with the Department of Fish and Game to open the event to a wide variety of fish, encouraging contestants to use multiple fisheries available to our area with great success.

Fishing enthusiasts of all ages came to enjoy a great day of Eastern Sierra fishing, many of whom were previous participants of the Independence Fishing Derby. It was an enjoyable, family event and we look forward to next year's Independence Fishing Derby! The Friends of the Mt. Whitney Fish Hatchery thanks the County of Inyo for sponsorship of this event.

Sincerely,



Bruce Ivey
On behalf of the Independence
Fishing Derby Committee



Happy anglers show off their haul during the 2013 Independence Fishing Derby. Nice-sized trout like these are the norm for the annual event. Photo courtesy Independence Fishing Derby

Independence Fishing Derby well worth another visit

Family-friendly event lets anglers enjoy waters around county seat for chance at cash and prizes

Register Staff

What began as a very small way to get local families together for fishing and fun on Father's Day weekend has grown into one of the most anticipated fishing derbies in the Eastern Sierra.

Sponsored by the Independence Civic Club and Friends of the Mt. Whitney Hatchery, with financial assistance from the County of Inyo, the Independence Fishing Derby will be returning to the county seat this summer for at least the 10th year in a row.

The derby gives anglers another excuse to enjoy the fisheries of Southern Inyo — all of them this time, since the General Fishing Season will be under way — as well as family-friendly entertainment and competition.

The Independence Fishing Derby is a favorite of families in particular, with many coming from out of the area specifically to drop a line amongst other happy anglers of all ages. The eagerly-anticipated event takes place on Saturday, June 15 this year and as usual will be headquartered at Dehy Park.

The derby is a free Blind Bogey event, offering prizes in several categories as well as a veritable celebration at the weigh-in.

According to organizers, sponsors will be bringing back the silent auction that has been so popular the past three years.

Anyone interested in taking part in the derby need only stop by Dehy Park to register and have their catches weighed between 10 a.m. and 3 p.m.

Catches should come from waters in the Independence area, such as Independence Creek, Billy Lake, the Owens River or Symmes, Shepherd and Georges creeks and their sand traps.

Organizers are adamant that catches be in by the 3 o'clock cut-off; if you're not in line by then, you're not eligible for prizes.

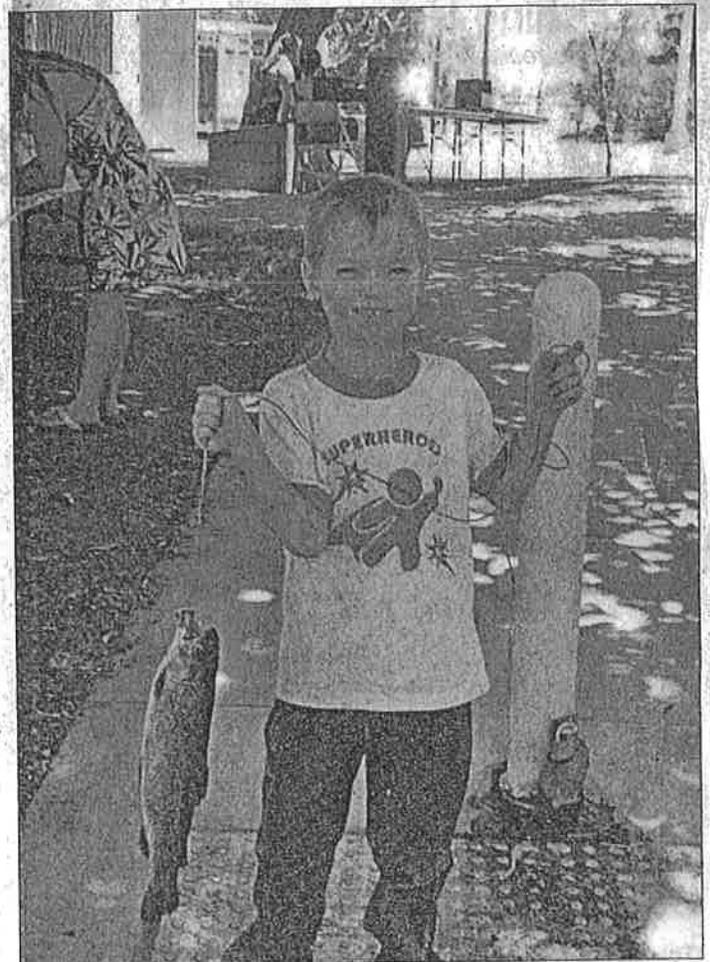
Prizes will be awarded in both junior (15 and under) and adult categories for: Blind Bogey; Heaviest Trout (first, second and third place); Heaviest Trout Stringer (first, second and third place); Largest Wild Trout; Largest Catfish; and Largest Bluegill. Only one first-place prize will be awarded to any single contestant, regardless of categories entered. In case of ties, names will be placed in a hat and a winner drawn.

The Independence Fishing Derby is thought to be the only derby in the Eastern Sierra that recognizes warm-water catches.

Awarding of prizes will begin at 4 p.m. at the park, where there will also be live music.

Donations are welcome to help make the Independence Fishing Derby even bigger and better than last year. Checks should be made out to "Independence Fishing Derby" and mailed c/o Kelly Reade, P.O. Box 394, Independence, CA 93526.

For more information, call (760) 878-2037 or email kelly_reamde@gmail.com.



Youngsters get to show off their angling skills alongside the best of 'em at the Independence Fishing Derby, sometimes making the best showing, as a matter of fact, at the Dehy Park weigh-in. Photo courtesy Independence Fishing Derby

LOCOMotive #3 Geocache Event

We would like to thank the County of Inyo for funding this event through the Community Project Sponsorship Program.

The LOCOMotive #3 Geocache Event was a great success. Local geocachers hid five geocaches on the Laws grounds and helped student geocachers find the caches. Families who geocache went off on their own to find the caches. Display tables were set up to display sample geocaching containers, travel bugs and a computer was available to allow attendees to sign up for geocaching.com. Many of the attendees brought photo albums of their geocaching adventures and were on hand to answer any questions that anyone had.

The event brought over 90 attendees from all over the country. Bishop 60, Ridgcrest 5, Big Pine 6, Nevada 9, Mono County 10, Southern California 7 and 2 avid Geocachers from Fresno who were on a geocaching vacation. We had 10 Girl Scout leaders to help with the instruction of geocaching.

Please see attached geocaching.com printout to see the comments of some of the attendees.

The highlight of the day was the geo raffle. We raffled 2 Garmin GPS units to the new and active geocachers. Laws gift certificates and other items were raffled off. Kevin and Lis Mazzu of McDonalds donated water, juice and snacks for everyone in attendance.

Many of the out of town attendees stayed after the event to tour the museum. One local geocacher gave demonstrations at the Stamp Mill. Everyone enjoyed the day and would like Laws to see LOCOMotive #4 next year.

Advertorial



LOCOmotive #3 Geocaching Event and Treasure Hunt!

By Charles James

Learn how to find treasure using modern day Global Positioning System (GPS) technology and applications found on smartphones and hand-held GPS devices this Saturday, May 17, beginning at 11 a.m. at the Laws Railroad Museum, located just north of Bishop off U.S. Hwy 6.

Admission is free. Refreshments and food will be available. There will also be a free Georaffle at 2 p.m. with some great prizes.

So just what is Geocaching? It is using GPS coordinates to find small, hidden treasures (called caches) to lure you to a unique setting or to a small prize or treasure. An example of one local geocaching site found in the Bishop area is the Pet Cemetery near the old Tungsten Mine, a place that many out of town geocachers say tugs at their hearts and is a special place well worth finding.

Inyo County has 800 or 900 caches according to the Event Planner Susan Cullen. There are millions more across the country and around the world. Its appeal is wide-spread ... and world-wide.

"Geocaching is one of the fastest growing outdoor activities thanks in part to its appeal to individuals, groups, and families," says Cullen. "It's simple ... and inexpensive. And most of all—it's fun!"

"We will have tables at the museum with information brochures, as well as local volunteer geocachers to help with the 'how to' part of it."

You can start out on your first real-world treasure hunting adventure using just your iPhone or Android smartphone. All you have to do is download an inexpensive \$10 app at www.Geocaching.com. If you prefer, you can also use an outdoor, hand-held GPS unit. Prices for hand-held units range in price from just under \$100 up to \$300 or more.

Cullen wants it known that all the geocaches at Saturday's event will be hidden at Laws so participants will not have to drive around looking for the hidden treasures. She also felt that you might just want to plan spending the day geocaching and exploring the 11 acres of historical exhibits at the popular railroad museum.

Generally the treasure or "cache" is placed in water-proof containers such as ammo containers

or plastic containers or bottles. It can be large or small; as easily a plastic sandwich bag, a pine cone with a hole drilled in the bottom, a hollow rock, or a film container. Imagination is part of the fun.

According to Cullen, most caches contain souvenir coins or trinkets of small value, like a toy plastic animal, and are placed by those already involved in geocaching. It might also contain a tiny logbook, a small toy, a coin with a number, a piece of inexpensive jewelry (called "swag") or "a clue" leading you to another location.

By registering with www.geocaching.com you can find "cache locations" and track your success as well. You can also post your own caches and their GPS locations online. There is even a "cache" located at the Chamber of Commerce Bishop Visitors' Center.

There are many geocaches around the country and world-wide. Cullen said the farthest that she has ever traveled and geocached was to Alaska while on vacation. She noted that the people she stayed with got hooked on it during her stay!

Cullen got involved through her sister, Lura Weaver of Smith Valley, Nev. It turned out that four years ago, "geocaching" was on her sister's "bucket list."

The geocaching event is made possible through the Inyo County Community Project Sponsorship Program, as well as donations and participation from local businesses and groups. The Bishop Girl Scouts are providing volunteers for the event. McDonald's Restaurant owners Lis and Kevin Mazzu are providing a refreshment table with water, parfaits, and juice. They strongly support outdoor activities. "Our three girls love geocaching and it is a great family activity," says Liz Mazzu.

While there is a refreshment table, Cullen recommends that you bring a picnic lunch or a little cash for Rosa's Community Food Cart that will be serving enchiladas, tamales, burritos, hot dogs, snacks and drinks.

There will be a Georaffle at 2 p.m. to raffle off two GPS units: One for beginners and another for advanced geocache enthusiast. Other raffle prizes will include Laws RR memberships, local books, and kids t-shirt. The raffle, like the event, is free.

For further information, contact Susan Cullen at (760) 873-4676.

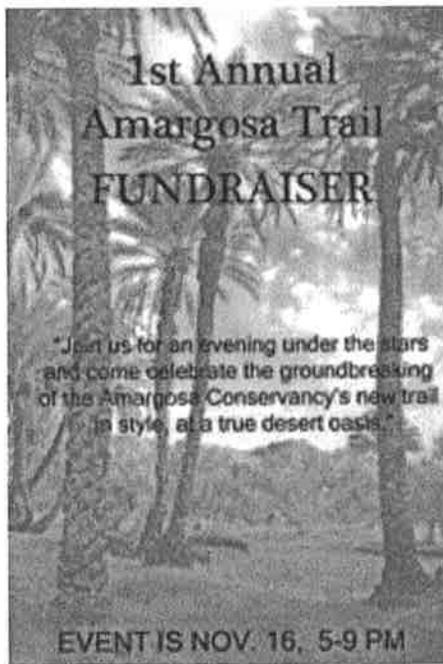


THE CONSERVANCY NEWS

The Newsletter of the Amargosa Conservancy

Vol. 5, No. 3 – Fall 2013

Protecting The Land, Water, And Beauty Of The Amargosa



Join us on Saturday, Nov. 16
Located on China Ranch Rd.
Tecopa, California, 92384

TICKETS \$50
per person

TICKETS INCLUDE:
Cashed Appetizers & Dinner

Beer & Wine

Silent Art Auction

Live Music
"The Dust Devils"

RSVP by Nov. 15, 2013
trailheadrsvp@gmail.com



CONSERVANCY CELEBRATES FALL MILESTONES

Now that the long, hot summer is behind us, the Conservancy has two very cool events this fall to help you enjoy the best time of year in the Amargosa region. The events are designed to complement the activities of two of the area's long-standing and very popular draws: Shoshone Old West Days (November 1-3) and the Death Valley 49ers Annual Encampment (November 6 -10).

On Sunday, November 3 join us at 1 p.m. at the Shoshone RV Park as we dedicate the new pupfish ponds and bird blind made possible by the Conservancy and Shoshone Development, Inc.. This is the first of several planned recreational and conservation improvements in the Amargosa Watershed designed to bring people into closer relationship with the area. Len Warren of the Point Reyes Bird Observatory will provide birding demonstrations and guided walks along one or more of the five Shoshone Wetlands Birding Trails.

Throughout the afternoon we'll have family-friendly activities at the Conservancy headquarters next to the Shoshone Museum
(continued on page two)

Board President Greg James



The Amargosa Conservancy continues to move forward with accomplishing its mission of protecting the Amargosa area. The Conservancy's next major undertaking is the construction of a five-mile long trail from China Ranch into the wild and scenic portion of the Amargosa River. The trail project is sponsored by the Conservancy and will be funded by a grant from the California Natural Resources Agency in the amount of approximately \$300,000. If at all possible, please help us celebrate the groundbreaking of the trail by attending our November 16th gathering and fundraiser at China Ranch. I look forward to seeing you there!

The Conservancy sincerely appreciates the support provided by all of its dedicated members and donors. Perhaps some of the Conservancy's supporters would be willing to take the next step in helping the Conservancy in achieving its mission by agreeing to serve as a member of the board of directors of the Conservancy. The Board oversees the operations of the Conservancy and sets its goals and objectives. The officers of the Conservancy are selected from the board members. The Board generally meets by telephone either once a month or once every two months. It also meets in person a couple of times per year. There are currently only four members of the Board. We would like to increase the number to at least eight or even more. If you have an interest in serving on the Board, please contact the Conservancy to obtain more information.

(continued from page one)

and Crowbar Cafe commemorating a light-hearted "Pupfish Opening Day." We will have hands-on children's activities, including a carnival-style "fishing pond," and several art activities, along with educational displays by the Conservancy and other conservation partners. The event is free.

On Saturday, November 16 from 5 to 9 p.m. you're invited to our first annual fundraiser for the Amargosa Trail, an elegant evening at China Ranch marking the Groundbreaking of the Amargosa Canyon Trailhead. Following a ceremonial shovel turning, guests can take a short walk (or drive) to the illuminated date grove to find an oasis of luxury libations, scrumptious vegan and other gourmet bites, a display and silent auction of works by noted Amargosa artists, photographers and destinations, and live music and dancing under the stars. Guests interested in taking a walking tour of China Ranch led by Brian Brown should arrive at 4 p.m.

Tickets are \$50 per person, which includes entrance to the party, food, music, and a thank you gift. Dress is "Conservancy Casual" and we strongly suggest closed-toe shoes or boots and a jacket. Tickets may be purchased online at www.amargosaconservancy.org or RSVP by calling our Development Director at 702-449-8688.

Proceeds from the event will be used to help supplement the River Parkway Trail Grant awarded to the Conservancy earlier this year by the state of California. The grant is funding construction of the 5-mile walking and ADA-accessible trail from the parking lot at China Ranch to the lower Amargosa Canyon. Our fundraising goal will provide for amenities such as picnic tables, vault toilets, water bottle refilling station, and interpretive kiosk at the trailhead. Donors pledging at least \$500 to the project will be included on a prominent commemorative plaque to be inset into a special mosaic monument depicting wildlife and plants of the area.

The trail will follow parts of the route of the Old Spanish Trail and the grade of the Tonopah & Tidewater Railroad, which was built in the early 1900s. Historical figures such as John C. Fremont, Kit Carson, and Brigham Young once traversed this area. This beautiful riparian area also supports an abundance of sensitive and endemic species of birds, fish, plants, and mammals. Working in partnership with the Bureau of Land Management, the Conservancy will soon provide access to this incredible hidden jewel of the Mojave Desert.

Support for KNPR advertising, the Pond Dedication, and the China Ranch Event is graciously funded in part by an Inyo County Grant

Meet our Executive Director JORDAN KELLEY

I graduated with a B.A. in Environmental Science from Franklin Pierce University in New Hampshire and spent years working with state funded groups like Office of Parks, Recreation and Historic Preservation as well as the Department of Environmental Conservation. I went on to earn a Masters of Landscape Architecture the State University of Environmental Science and Forestry at the State University of Environmental Science and Forestry in Syracuse, NY, where I also completed a certificate in International Relations at the Maxwell School. Having a serious passion for traveling, experiencing new lands and new cultures, has led me to over 20 countries and 40 states.. Growing up outside Saratoga, NY in the foothills of the Adirondack Mountains developed a passion and a personal ethical responsibility to the natural world. I am an avid rock climber, alpinist, boater and general lover of all outside activities. I also enjoy using my degree as a landscape architect, where I can use design and a science background to provide visual aids and descriptions for explaining the environment in ways that help to foster stewardship in communities. The landscape here is incredible; there are many layers to be peeled away. At first glance the vast expanses seem to reveal an endless open vista with little happening. When you get off the main road you find all these unique and beautiful spots, waterfalls and oases and a variety of wildlife carving out a life in this distinctive environment. The Mojave Desert and surrounding areas contain the most contiguous habitat in the continental United States. This is still a frontier for science and exploration, and there are still areas that have not been well researched. Shoshone is a great teaching ground for the sciences, and there are many fantastic opportunities for those studying hydrology, ornithology, paleontology, herpetology, geology, etc. I encourage more people from our two major metro areas, Las Vegas and Los Angeles, to discover what a remarkable place they have in their own backyards!



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Board of State and Community Corrections (BSCC) – Anti-Drug Abuse Enforcement Team Program Grant Application and Resolution for same.

DEPARTMENTAL RECOMMENDATION:

- A) Request adoption of the proposed Resolution authorizing the submittal of the reapplication for the Inyo County Anti-Drug Abuse Enforcement Team Program Grant to the Board of State and Community Corrections (BSCC) for the period of October 1, 2014 to September 30, 2015.
- B) Authorized Thomas L. Hardy, District Attorney to sign the application on behalf of the County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We come to the Board of Supervisors for the twenty-fifth (25th) consecutive year to request a resolution authorizing the District Attorney's Office to reapply for the Anti-Drug Abuse Enforcement Team Program Grant through the Board of State and Community Corrections (BSCC).

This Grant provides for a portion of the salary and benefits of the INET Legal Secretary at 49% and the Inyo County Sheriff's CalMET grant provides the other 51%. After salaries and benefits, remaining funds pay for office space rent, utilities, office security system and miscellaneous operating costs. This grant does not allow for the County Cost Plan and County Administration fees.

We respectfully request your consideration of reapplication, which makes possible the continuation of the serious and effective enforcement of the State's controlled substance laws in this County of Inyo. This earnest addressing of the "drug problem" which faces Inyo County strikes at the core of a myriad of other crime-related problems.

ALTERNATIVES:

Without approval of grant reapplication the INET Task Force would possibly be terminated.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff, Inyo County Probation, Bishop Police Department, and California Highway Patrol.

FINANCING:

Budget Number 620314. Funds are expended by the County and then a claim is made to for reimbursement.

<u>APPROVALS</u>	
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.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>07/02/14</u>

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/14/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 7/15/14

RESOLUTION NO. 2014 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
FOR INYO COUNTY, STATE OF CALIFORNIA,
AUTHORIZING THE INYO COUNTY DISTRICT ATTORNEY TO MAKE
APPLICATION FOR AN ANTI-DRUG ABUSE ENFORCMENT TEAM PROGRAM
GRANT THROUGH THE BOARD OF STATE AND COMMUNITY CORRECTIONS
(BSCC)**

WHEREAS, the County of Inyo desires to undertake a certain project designated as Inyo County's Narcotic Enforcement Team (INET) to be funded in part from funds made available through the Anti-Drug Abuse Enforcement Team Program administered by the Board of State and Community Corrections.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Inyo is authorized, on the County's behalf to submit the attached proposal to the Board of State and Community Corrections and is authorized to sign and approve on behalf of the Board of Supervisors the attached Grant Award Agreement including any extensions or amendments thereof.

NOW, THEREFORE BE IT FURTHER RESOLVED, that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and Board of State and Community Corrections disclaim responsibility for any such liability.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the implementing agency/organization and partnering entities agree to abide by the statutes and regulations governing the federal Justice Assistance Grant Program as well as the terms and conditions of the Grant Agreement as set forth by the Board of State and Community Corrections.

NOW, THEREFORE BE IT FURTHER RESOLVED, that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

NOW, THEREFORE BE IT FURTHER RESOLVED that this award is not subject to local hiring freezes.

PASSED AND ADOPTED this _____ day of _____, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rick Pucci, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk to the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Certifications of Compliance with the Substance Abuse Prevention and Treatment (SAPT) Block Grant and the Drug Medi-Cal Federal Financial Participation funds.

DEPARTMENTAL RECOMMENDATION:

Request that your Board authorize Linda Benson, Inyo County Alcohol and Drug Administrator, to sign the California Department of Health Care Service's Certifications of Compliance with the SAPT Block Grant and the Drug Medi-Cal Federal Financial Participation funds.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The California Department of Health Care Services requires that County programs certify that they and any subcontractors for their counties are in compliance with the Substance Abuse Prevention and Treatment Block Grant guidelines, the Drug Medi-Cal Federal Financial Participation funds and the Federal Regulations in regards to policies, procedures and practices in order to receive Block Grant funding. The State requires a corrective action plan if a county cannot certify that they are in compliance. Inyo County is in compliance with the above requirements and we are requesting that the Alcohol and Drug Administrator be authorized to sign the certifications.

ALTERNATIVES:

Your Board could elect not to authorize the Inyo County Alcohol and Drug Administrator to sign, resulting in a loss of funding for the Substance Use Disorder programs. Your Board could also, as an alternative, elect to have the Chairperson sign the certifications.

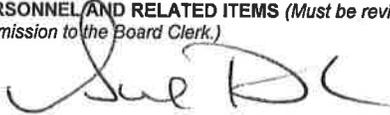
OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

FINANCING:

100% Federal Funds. In order to receive our annual funding, the certification pages must be signed. The Revenue will be brought into the SUD budget (045315) in 4552 (Federal Other).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes 8/8/2014</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes 8/8/14</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>J 8/11/14</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8-13-14



Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications

**CERTIFICATION OF COMPLIANCE WITH
SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT
AND STATE – COUNTY CONTRACT BETWEEN**

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Substance Use Disorder Prevention, Treatment, and Recovery Services Division
(“THE STATE”)

AND

INYO COUNTY
(“THE COUNTY”)

I hereby certify *under penalty of perjury* that the following certifications, claims statements, and attachments are true and correct.

Signature

Date

Title

Phone

Print Name: _____



**CERTIFICATION REGARDING
CHARITABLE CHOICE REQUIREMENTS**

I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the State-County Contract and the SAPT BG guidelines with regard to compliance Charitable Choice Requirements.

I hereby certify that the County ensures that it does not discriminate against any other organization that is, or applies to be a program participant on the basis of religious character or affiliation.

I hereby certify that the County ensures that any religious organization/faith-based program that it funds meets all applicable federal and state requirement.

Title 42, United States Code §54 states:

No SAPT Block Grant funds may be expended for inherently religious activities such as worship, religious instruction, or proselytization.

A religious organization that is a program participant shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If an otherwise eligible program beneficiary or prospective program beneficiary objects to the religious character of a program participant, within a reasonable period of time after the date of such objection, such program beneficiary shall have rights to notice, referral, and alternative services as outlined in paragraphs (b) through (d) of this section.

Religious organizations that receive applicable program funds for substance abuse services are subject to the same regulations as other nongovernmental organizations to account, in accordance with general accepted auditing and accounting principles, for the use of such funds.

I further certify that the County has in place policies, procedures, and practices to ensure that its AOD subcontractors are in compliance with the above requirements

Certification regarding subcontractors is not applicable because this County does not subcontract for any AOD treatment services.



**Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications**

_____ I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY
Behavioral Health

POLICY / PROCEDURE

SUBJECT: RELIGIOUS OBJECTION

POLICY

Inyo County Behavioral Health (ICBH) will ensure that federal awards are used for authorized purposes in compliance with the laws, regulations, and the provisions of the contracts or grant agreements and that performance goals are achieved.

Providers receiving funds from the SAPT Block Grant will address Religious objection. The subcontractor will show proof of compliance with Exhibit B, Paragraph KK of the NNA contract regarding religious organizations that provide alcohol and drug treatment services per the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54. *No funds provided directly from SAMHSA or the relevant state or local government to organizations participating in applicable programs may expend for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.*

The subcontractor must comply with Title 42, CFR, Part 54a.8 *Right to services from an alternate provider.*

PROCEDURES

Inyo County AOD programs will make every effort to evaluate and assist persons in accommodating their religious values in the course of their treatment.

Inyo County course curriculum does not emphasize religious content.



**CERTIFICATION REGARDING
MONITORING PROGRAM COMPLIANCE**

I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the SAPT Block Grant and State-County Contract with regard to monitoring prevention, treatment and recovery program compliance.

I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with all fiscal and programmatic provisions of SAPT Block Grant funded prevention, treatment and recovery services.

Paraphrased, the State-County Contract, Exhibit C:

Article I, Section B states: Performance under the terms of Exhibit B is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Section 11814(a) and (b), Contractor shall: (i) establish and require its subcontractors to establish, written procedures consistent with the federal and state laws, regulations, and standards; (ii) monitor for compliance with written procedures; and (iii) be held accountable for audit exceptions taken by the State against the Contractor and its subcontractors for any failure to comply with federal and state requirements.

Article III, Section E states: Pursuant to OMB Circular A-133, Contractor shall monitor the activities of all its non-profit subcontractors to: (a) comply with program requirements and achieving performance goals; and (b) comply with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.

Contractor can use a variety of monitoring mechanisms, including limited scope audits, on-site visits, progress reports, financial reports, and reviews of documentation supporting requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.

The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit subcontractors at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency the non-profit subcontractors are monitored.

Title 45, Code of Federal Regulations states:

The State shall monitor and evaluate the performance of substance abuse service providers in accordance with 96.136 – Independent peer review.

I further certify that the County has in place policies, procedures, and practices to ensure that its AOD subcontractors are in compliance with the above requirements.

Certification regarding subcontractors is not applicable because this County does not subcontract for any AOD services.



**Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications**

_____ I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (if true, please answer the next question):

(Attach pages if necessary)

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

ADP 17020

Continuous Quality Management Plan

The AODS program at Inyo County Health and Human Services is dedicated to insuring that each client has the opportunity to experience effective alcohol and drug treatment services. The following Continuous Quality Plan allows management and counseling staff to track the effectiveness of services provided to the client.

- A Program Policy and Procedure Manual is provided to all clinical staff and is updated in accordance with regulation changes.
- All new staff is given an orientation and training with the Program operations and periodic program updates are reviewed in a group format on a weekly basis.
- Training opportunities are provided for all AODS staff on current topics that enhance current services and explore opportunities for expansion of the program.
- New policies are developed and reviewed by the Behavioral Health Director and when appropriate Inyo County Personnel.
- Information is obtained from surveys and quarterly consumer meetings to obtain feedback and develop further Continuous Quality Management Plans. The Findings are reviewed by the Behavioral Health Director and by the Community Behavioral Health Board/Drug and Alcohol Advisory Board.
- The AODS manager meets with the program staff member on a weekly basis to review program volume, review of group progress notes and individual client recovery or treatment plans for accuracy and appropriateness. The group leader reviews the treatment plan and compliance with the client on a monthly basis and provides the client with the opportunity update needs and provide resources.

AODS Chart Audit Log

Chart Name: _____

Program: _____

Cal-Oms ID: _____

Internal Audit

Documentation Compliance (Presence of Documents)

The Chart Compliance Staff person uses the following check list to confirm that all required documentation is present in the chart. After this portion of the Internal Audit, the chart is forwarded to the supervisor assigned, to review documentation for content and quality of services.

Item Checked when Complete Audit completed on: _____ Covering period from/to: _____

1. Admission Form - (CalOms/Health Questionnaire)
2. Consent to Treat signed, PHI (4-15-03)
3. Contract/ Sobriety Policy signed/Personal Rights signed
4. Releases of Information/Referral (if any communication is occurring with other agencies)
5. Assessment / ASI ASAM-Diagnostic Summary with Treatment team recommendations completed.
6. Initial Treatment Plan
7. 90 Day Review CalOms annual review
8. Program Evaluation Completed by Consumer
9. Discharge Summary
10. Services for this period have Contact Notes in the chart
11. All contact notes contain date/ total time of each session attended, type of group with summary of the activity and signed by counselor with title or license.
12. Fee agreement signed/ Fees current

Auditing Compliance Staff: Name/Title/Signature/Date Signed

Internal Audit

Supervisor: Documentation Content & Quality of Services

Supervisor Audits for Content Requirements on all documentation, as well as confirming Quality of Services delivered.

Item Checked when Complete Audit completed on: _____ Covering period from/to: _____

- Q1. Diagnosis and Medical Necessity are clearly documented and demonstrated in the current Assessment /Treatment Plan and follows treatment team recommendations.
- Q2. Documented of progress toward achieving the client's individual recovery or treatment plan goals.
- Q3. Documented of new issues or problems that affect the client's individual recovery or treatment plan.
- Q4. Documented client's participation in literacy programs, vocational training, job referral and placement outcomes, legal services, medical services, dental services, social /recreational activities, community resources and significant family or supports for recovery.

Corrective Action Needed/Comments

Supervisor: Name/Title/Signature/Date Signed

Treatment Discharge Summary

Date of Report: ____/____/____

Client Name: _____ Program: _____

Referral Source: _____

Program Admission Date: ____/____/____ Program Discharge Date: ____/____/____

Level of Care: _____ Length of Treatment: _____ Number of Sessions: _____

Initial reason for treatment: _____

Admitting Diagnosis (DSM-IV-TR Codes)

Axis I: _____ Axis II: _____ Axis III: _____ Axis IV: _____ Axis V: _____

Primary diagnosis manifested by: _____

Discharge Diagnosis (DSM-IV-TR Codes)

Axis I: _____ Axis II: _____ Axis III: _____ Axis IV: _____ Axis V: _____

Reason for Discharge

<input type="checkbox"/> Treatment plan objectives attained <input type="checkbox"/> Closure against staff advice <input type="checkbox"/> Lack of attendance/contact <input type="checkbox"/> Client referred elsewhere <input type="checkbox"/> Noncompliance with program rules	<input type="checkbox"/> Moved out of area <input type="checkbox"/> Client withdrew <input type="checkbox"/> Client deceased <input type="checkbox"/> Incarceration <input type="checkbox"/> Other: _____
--	---

Services Provided

<input type="checkbox"/> Individual <input type="checkbox"/> Family <input type="checkbox"/> Intensive group	<input type="checkbox"/> Inpatient <input type="checkbox"/> In-home <input type="checkbox"/> Other: _____	<input type="checkbox"/> Psychoeducational group <input type="checkbox"/> Intensive/outpatient
--	---	---

Behavioral Outcome

Status	Goal 1: _____	Goal 2: _____	Goal 3: _____
Resolved	_____	_____	_____
Improved	_____	_____	_____
Same	_____	_____	_____
Problem worse	_____	_____	_____
Unable to determine	_____	_____	_____

Discharge Summary (significant findings, status at discharge, recommendations or referrals for further treatment, aftercare): _____

Clinician Name/Title: _____

Signature: _____ Date: ____/____/____

INYO COUNTY BEHAVIORAL HEALTH
SUBSTANCE USE DISORDER

PROGRAM EVALUATION

Course _____ Date _____

Instructor _____

1. What is your evaluation of the content of this program? Circle the number.

4 - Far above expectations 3 - Above expectations 2 - Met expectations
1 - Below expectations 0 - Far below expectations

2. How relevant was the subject matter? Circle the number

4 - Far above expectations 3 - Above expectations 2 - Met expectations
1 - Below expectations 0 - Far below expectations

PLEASE RATE THE PROGRAM INSTRUCTOR ON EACH OF THE FOLLOWING
CHARACTERISTICS. CIRCLE ONE NUMBER FOR EACH

3. Presentation format-

4 - Far above expectations 3 - Above expectations 2 - Met expectations
1 - Below expectations 0 - Far below expectations

4. Knowledge of subject-

4 - Far above expectations 3 - Above expectations 2 - Met expectations
1 - Below expectations 0 - Far below expectations

5. Use of time and facilities-

4 - Far above expectations 3 - Above expectations 2 - Met expectations
1 - Below expectations 0 - Far below expectations

6. Practicality of information-

4 - Far above expectations 3 - Above expectations 2 - Met expectations
1 - Below expectations 0 - Far below expectations

7. Accomplished objectives-

4 - Far above expectations 3 - Above expectations 2 - Met expectations
1 - Below expectations 0 - Far below expectations



**CERTIFICATION REGARDING
COUNSELOR CERTIFICATION**

 X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the State-County Contract with regard to Counselor Certification.

Title 9, CCR, Division 4, Chapter 8, §13000 states:

Regulations in this Chapter shall apply to all individuals providing counseling services in an alcohol or other drug program, to all organizations certifying AOD counselors, and to all AOD programs, as defined in Section 13005 (A) (2) "Certified AOD Counselor" means an individual certified by a certifying organization pursuant to Section 13035; and (4) "Counseling services" means any of the following activities: (A) Evaluating participants', patients', of residents' AOD treatment or recovery needs, including screening prior to admission, intake, and assessment of need for services at the time of admission; (B) Developing and updating of a treatment or recovery plan; (C) Implementing the treatment or recovery plan; (D) Continuing assessment and treatment planning; (E) conducting individual counseling sessions, group counseling sessions, face-to-face interviews, or counseling for families, couples, and other individuals significant in the life of the participants, patients, or residents; and (F) Documenting counseling activities, assessment, treatment and recovery planning, clinical reports related to treatment provided, progress notes, discharge summaries, and all other client related data.

Title 9, CCR, Division 4, Chapter 8, §10125 (b) states:

(a) Program staff who provide counseling services (as defined in Section 13005) shall be licensed, certified, or registered to obtain certification or licensure pursuant to Chapter 8 Section 13000.

Paraphrased, the State-County Contract, Exhibit B, Section OO:

Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8, §10125.

 I further certify that the County has in place policies, procedures, and practices to ensure that its AOD treatment subcontractors are in compliance with the above requirements.

 X Certification regarding treatment subcontractors is not applicable because this County does not subcontract for any AOD treatment services.

 I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)



**Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications**

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY
Behavioral Health

POLICY/PROCEDURE

SUBJECT: **LICENSE/CERTIFICATION REQUIREMENTS**

POLICY

Inyo County Behavioral Health (ICBH) will provide guidelines to staff who are providing clinical/counseling services regarding responsibilities for maintaining current licensure, certification, registration, or waiver. The guidelines apply to all psychiatrists, psychologists, psychiatric mental health nurses, psychiatric technicians, psychology interns, clinical social workers, marriage and family therapists, nurses, occupational therapists, substance use disorder counselors, and others employed by or under contract with ICBH.

PROCEDURES

1. Each employee is responsible to complete all necessary steps to keep his/her license or board registration current, and to submit copies of such documentation, upon hire and as renewed, to ICBH.

Professional License/Certification Categories that Require Documentation:

- Associate Clinical Social Worker
- Marriage and Family Therapist Intern
- Licensed Clinical Social Worker
- Licensed Marriage and Family Therapist
- Licensed Professional Clinical Counselor
- Licensed Vocational Nurse
- Nurse Practitioner
- Occupational Therapist
- Physician's Assistant
- Psychologist
- Psychiatric Technician
- Psychiatrist
- Registered Nurse
- Certified Substance Use Disorder Counselor

Supervised Categories that Require Documentation:

- Psychology Interns

2. Staff is required to submit license/certification documentation even when functioning in a position that does not require license or license candidate status.
3. ICBH designated staff will verify licensure status using information available from licensing boards. ICBH designated staff will also maintain a staff licensure roster that includes expiration dates of employee's license, certification, registration, or waiver.
4. ICBH designated staff will submit a waiver to the Department of Mental Health, as required by state regulation, for each psychologist candidate. The psychologist candidate's waiver may not exceed five years. ICBH designated staff will submit waiver requests to the appropriate Medi-Cal Oversight office.
5. Each Associate Clinical Social Worker (ASW) and Marriage and Family Therapist Intern (MFTI), Licensed Professional Clinical Counselor Intern (LPCCI) *candidate* is to remain registered with the Board of Behavioral Sciences (BBS). Candidates must remain licensed even when no longer accumulating qualifying hours, most commonly during the licensure testing phase.
6. ICBH expects that each licensure *candidate* will be responsible for, and take the steps necessary to, complete the licensure process.
7. Per California Board of Psychology requirements, Psychology Interns are subject to unique supervision and monitoring controls. Specific documentation must be completed and maintained between the psychology intern and his/her primary supervisor, including a Supervisory Agreement, a crisis plan, and a Supervisory Log.
8. Staff who have been recruited for employment from outside California as psychologists, clinical social workers, marriage and family therapists, professional clinical counselors are granted licensure waiver by the Department of Mental Health for not more than a period of three years from the date of employment. Eligibility for out of state licensure waiver requires that the Ph.D., LCSW, LMFT or LPCC candidate have sufficient experience that registration with the applicable licensing board is not required.
9. Employees may not be allowed to work, depending on roles required of their position, with an expired license, certification, registration, or waiver.
10. All providers are reviewed as eligible for participation in Federal health care programs under CCR, title 42, section 1128 or section 1128A of the Social Security Act and CFR, title 42, section 438.214. The MHP will verify new and current providers and contractors are not on the Office of the Inspector General Exclusion List and Medi-Cal List of Suspended Provider.



**CERTIFICATION REGARDING
NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the State-County Contract with regard to the Federal and State Law requirements for Nondiscrimination in Employment and Services.

Paraphrased, the State-County Contract, Exhibit B, Section R:

Contractor shall not unlawfully discriminate against, or deny equal opportunity for any person on the basis of race, color, creed, national origin, sex, age, or physical, sensory, cognitive, or mental disability. Reasonable accommodations and accessible services must be provided for persons with disabilities.

Contractor shall post notices available to all employees and applicants for employment setting forth the provisions of Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246; and Section 503 of the Rehabilitation Act of 1973 (as amended).

Contractor shall, on a cycle of at least every three years, assess, monitor, and document each subcontractor's compliance with Section 504 of the Americans with Disability Act of 1973 (as amended) and Americans with Disabilities Act of 1990 to ensure the recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall include the nondiscrimination and compliance provisions in all subcontracts.

Contractor must ensure that no federal or state funds are used for sectarian worship, instruction, or proselytization. No state funds are used to provide direct, immediate, or substantial support to any religious activity.

I further certify that the County has in place policies, procedures, and practices to ensure that its AOD treatment subcontractors are in compliance with the above requirements

X Certification regarding treatment subcontractors is not applicable because this County does not subcontract for any AOD treatment services.

I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)



**Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications**

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY
Behavioral Health

POLICY / PROCEDURE

SUBJECT: NON DISCRIMINATION

POLICY

Inyo County Behavioral Health (ICBH) Substance Use Disorders (SUD) programs does not discriminate on the basis of ethnic group, religion, age, gender, color, sexual orientation or disability, pursuant to Titles VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs; Title VIII of the Civil Rights Act of 1968 (42 USC 3601 met seq.); Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 UC Sections 6101-6107); Age Discrimination in Employment Act (29CFR Part 1625); Title I of the Americans with Disabilities Act (29 CFR Part 1630); Title II of the Americans with Disabilities Act (28 CFR Part 35); Title III of the Americans with Disabilities Act (28 CFR Part 36); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794); Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60); Executive Order 13166 (67 FR 41455); The Drug Abuse Office and Treatment Act of 1972, as amended; The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended; the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.); Title 2, Division 4, Chapter 6 of the CCR, commencing with Section 10800.

Further, Inyo County Behavioral Health SUD programs will post, and agrees to require its Subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246; and Section 503 of the Rehabilitation Act of 1973 (as amended).

ICBH's SUD programs will, on a cycle of at least every three years, assess, monitor, and document each subcontractor's compliance with Section 504 of the Rehabilitation Act of 1973 (as amended) and Americans with Disabilities Act of 1990 and monitor to ensure beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex or age; include the nondiscrimination and compliance provisions of this clause in all subcontracts and establish written procedures under which service participants are informed of their rights, including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder will be provided a copy of their rights that include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the staff.

No State or Federal funds will be used by ICBH's SUD programs for sectarian worship, instruction, or proselytization and no State funds will be used to provide direct, immediate or substantial support to any religious activity.

PROCEDURES

1. All clients are advised orally and in writing of their personal rights during the intake process. Inyo County Behavioral Health Substance Use Disorder programs will make every effort to ensure that all persons have access to all of its programs, services and activities, and that sub-contractors comply with all of the requirements, without discrimination on the basis of ethnic group, religion, age, gender, color, sexual orientation or disability,.
2. Equal Employment Opportunity Act posters will be posted as required in all offices.
3. ICBH will ensure all funds are used appropriately.



**CERTIFICATION REGARDING
CONTINUING EDUCATION FOR EMPLOYEES**

X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the State-County Contract and the SAPT BG guidelines with regard the continuing education for employees.

Title 45, Code of Federal Regulations §96.132(b) states:

With respect to any facility for treatment services or prevention activities that is receiving amounts from a Block Grant, continuing education in such services or activities (or both, as the case may be) shall be made available to employees of the facility who provide the services or activities. The States will ensure that such programs include a provision for continuing education for employees of the facility in its funding agreement.

I further certify that the County has in place policies, procedures, and practices to ensure that its AOD treatment subcontractors are in compliance with the above requirements.

X Certification regarding treatment subcontractors is not applicable because this County does not subcontract for any AOD treatment services.

I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY
Behavioral Health
SUD Programs

**Continuing Education for Employees
POLICY/PROCEDURE**

SUBJECT: Continuing Education

POLICY

Education and training is an important component of the Behavioral Health SUD Programs. Continuing Education in treatment services shall be made available to employees who provide such services. (Title 45, CFR 96.132)

PROCEDURE

1. Quality Assurance Staff Meetings (QII) is offered every Monday to all staff in Behavioral Health for the purposes of education and training.
2. Trainings/Education is also offered throughout the year by outside providers at the expense of Inyo County HHS on a variety of topics. (MRT training and Seeking Safety) in FY 13/14.
3. All employees of Behavioral Health have access to Relias Learning and on-line web site for continuing education purposes.

Quality Assurance Staff Meetings (QII) Fiscal Year 2013-2014

All meetings documented via staff sign in sheets and brief notes or handouts.

Requirements: (*) Means the presentation is OPEN TO CONSUMERS

<u>Quarterly</u>	<u>Bi Annually (at minimum)</u>	<u>Annually</u>
QA- Quality Assurance	PO-Performance Outcomes	CH-Confidentiality/HIPAA
CC- Cultural Competency		AD-Advanced Directives
ON- On Call/Emergency		CG Complaints and Grievance
QI- Quality Improvement		CC/CA-Child/Adolescent Interactive

Type	Date	Topic/Focus
<hr/> <i>1st Quarter</i>		
CG/PO/ON	7-1-13	Problem Resolution Process, Complaints and Grievance Performance Outcomes- using the MORS, On-Call issues
QI	7-8-13	ProQOL-RIII Professional quality of life scale
QI	7-12-13	DSM 5 Training with Mono County
CC	7-22-13	Laws Affecting the Mentally Ill* (1)
QA	8-5-13	Access to services –Timeliness
CC	8-12-13	Rural Survival Skills * (3)
CC	8-19-13	Stigma Reduction *(4)
QA/OC	8-26-13	DSM 5 APA assessment tools-On Call Diagnosis
QA/OC/PO	9-9-13	Review of On-Call Documentation. HHS Survey Results
QA	9-9-13	Front office training on Call Logging
QI	9-16-13	PCIT Introduction and practice
QI	9-30-13	Counter Transference and Transference
<hr/> <i>2nd Quarter</i>		
AD/QI	10-7-13	Advanced Healthcare Directives, WRAP plan formats
QA	10-14-13	Third Party Releases, Group Billing and Treatment Plans
QI	10-21-13	Sleep and Mental Health *(2)
QI	10-28-13	Health Issues presented by Nel Hecht RN/Health Department*(3)
QA	11-4-13	Program Integrity Review
ON/QA	11-4-13	On-call issues-Call Logging documentation
QA	11-18-13	On-Call Guidelines
ON/QA	12-2-13	Sharecare Documentation and On-Call Issues
QI/CC	12-9-13	Suicide Prevention/Youth Suicide
<hr/> <i>3rd Quarter</i>		
QA/ON	1-6-14	On Call Procedures and Timeliness
QI	1-13-14	Home Visitation and Safety
CC/CA	1-20-14	Boys and Girls panel to discuss Bullying *(4)
CC	1-27-14	3 Adult Consumers discussed “Therapeutic Aspects of Employment”* (8)

QI	2-3-14	Array of Services review
QI	2-10-14	Mandated reporting-Child and Elder Abuse
QA	3-3-14	Chart Audits and DHCS Medi-Cal regulation review
QI	3-10-14	Trauma* (1)
QI	3-17-14	Communication * (0)
CH	3-17-14	Confidentiality and HIPAA update
QI	3-24-14	Archetypes- Wounded healer as a counselor
QA	3-31-14	Patient Rights update
QA	3-31-14	Timeliness of Service review

4th Quarter



**CERTIFICATION REGARDING
PAYMENT OF LAST RESORT**

X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the State-County Contract with regard to expenditure of SAPT BG funds as the "payment of last resort" for services for Pregnant and Parenting Women, Tuberculosis, and HIV.

Title 45, Code of Federal Regulations, Part 96, Section 96.137 states:

- (a) The Block Grant money that may be spent for Secs. 96.124(c) and (e), 96.127 and 96.128 is governed by this section which ensures that the grant will be the "payment of last resort." The entities that receive funding under the Block Grant and provide services required by the above-referenced sections shall make every reasonable effort, including the establishment of systems for eligibility determination, billing, and collection, to: (1) Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and (2) Secure from patients or clients payments for services in accordance with their ability to pay.

_____ I further certify that the County has in place policies, procedures, and practices to ensure that its AOD treatment subcontractors are in compliance with the above requirements.

X Certification regarding treatment subcontractors is not applicable because this County does not subcontract for any AOD treatment services.

_____ I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY
Behavioral Health

POLICY/PROCEDURE

SUBJECT: Perinatal Set Aside Funds

POLICY

Inyo County Behavioral Health (ICBH) will show compliance with the SAPT Block Grant requirements regarding expenditure of Perinatal set aside funds as payment of last resort for services for Pregnant and Parenting Women, Tuberculosis, and HIV per Title 45, CFR96, section 96.137. The subcontractor will show proof of reasonable effort to establish systems of eligibility, billing and collection.

PROCEDURE

Any billings received by Inyo County fiscal office will be reviewed for payer source and Perinatal set aside funds will be payer of last resort.

Payment of Perinatal set aside funds will be considered for those persons receiving treatment services with Inyo County Perinatal /AOD program. Others will be reviewed for consideration and Perinatal outreach services.



**CERTIFICATION REGARDING
CONFIDENTIALITY OF CLIENT RECORDS**

X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the State-County Contract and the SAPT BG guidelines with regard to confidentiality of client treatment records and other information.

Title 45, Code of Federal Regulations §96.132(e) states:

The State is also required to have in effect a system to protect from inappropriate disclosure patient records maintained by the State in connection with an activity funded under the program involved or by any entity which is receiving amounts from the grant and such system shall be in compliance with all applicable State and Federal laws and regulations, including 42 CFR part 2. This system shall include provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosures. This requirement cannot be waived.

Paraphrased, the State-County Contract, Exhibit B, Section Q:

Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. Contractor will provide the State with information concerning such safeguards upon request.

Contractor and its subcontractors that provide services covered by this contract shall comply with all applicable federal and state confidentiality and security of information requirements. Contractor shall monitor compliance with federal and state provision on confidentiality and security.

Contractor shall notify the Information Security Officer, Executive Branch, of the State within twenty-four (24) hours during a work week of any suspected or actual breach of computer system security impacting persons served by the contract, if the security breach would require notification under Civil Code Section 1798.82. Contractor agrees to materially assist the State in any action pertaining to such unauthorized disclosure required by applicable federal or state laws.

I further certify that the County has in place policies, procedures, and practices to ensure that its AOD treatment subcontractors are in compliance with the above requirements.

X Certification regarding treatment subcontractors is not applicable because this County does not subcontract for any AOD treatment services.



**Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications**

_____ I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

Introduction

The Inyo County Health and Human Services Department (HHS) must adhere to the Medi-Cal Data Privacy and Security Agreement (PSA) between the County of Inyo and the California Department of Health Services to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII). In order to meet this requirement, HHS has established the following policy with which all staff and program contractors must comply.

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

"Assist in the Administration of Medi-Cal" is performing an administrative function on behalf of Medi-Cal, and includes, but is not limited to, activities such as establishing eligibility and methods of reimbursement, or case managing IHSS (In-Home Supportive Services) clients;

"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."

"HHS Employee" 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.

"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;

"Medi-Cal Privacy and Security Agreement" ("PSA") is the agreement between the County of Inyo and the California Department of Health Care Services that establishes privacy and security requirements relating to the administration of the Medi-Cal Program.

"Privacy Incident" means an actual or suspected unauthorized access, acquisition, use, disclosure, modification, disposal, destruction, theft, loss, or miss-sending of PII, and any situation in which persons other than authorized users or for other than authorized purposes have access or potential access to PII, whether physical, electronic, or in spoken word or recording. It includes any actual or suspected security incident, as defined below;

Inyo County Health and Human Services Department
Medi-Cal Data Privacy and Security
Policy and Procedure

“Privacy Incident Report form” (“PIR”) means the reporting form or mechanism in effect at the time of the incident which is provided by DHCS for use by Counties to report privacy and security incidents; and

“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 a contractor, subcontractor or vendor of the County.

Policy

It is the policy of HHS to protect the privacy, confidentiality, and integrity of the information collected, used, maintained, or transmitted to assist in the administration of the Medi-Cal Program. PII can be used alone or in conjunction with other personal or identifying information which is linked or linkable to a specific individual. HHS and its program contractors utilize various administrative, physical, and technical safeguards to protect this information.

HHS must ensure that all employees who are responsible for the administration of the Medi-Cal program understand and utilize necessary safeguards to protect and secure PII from unauthorized or unlawful access, use, and/or disclosure. HHS employees, contractors, volunteers, and others granted authorized access to our facilities or resources are responsible for having knowledge of, and being in compliance with, this and related privacy and security policies.

HHS relies on computer systems for storage, processing, and transmission of PII to serve our community and provide quality customer service. This reliance, along with changes in federal and state regulations, requires implementation of enhanced safeguards to ensure such information is protected from loss, theft, and/or damage.

HHS Guidelines

All managers and supervisors must:

1. Review this policy and standard practice with all assigned staff.
2. Provide a copy of the HHS Confidentiality Statement to all assigned staff at least annually.
3. Ensure employees are aware of the privacy and security policies and standard practices by monitoring and addressing compliance, and by providing periodic reminders of the privacy and security standards during regular staff meetings.

HHS Administration must:

1. Ensure a signed copy of the HHS Confidentiality Statement is retained for each employee who is involved with the administration of the Medi-Cal program.
2. Ensure that all contractors and volunteers comply with the requirements of the Medi-Cal Data Privacy and Security Agreement.

HHS Employees must:

1. Not use or disclose Medi-Cal PII except as permitted in the Medi-Cal PSA, 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.
2. Not duplicate, disseminate or disclose Medi-Cal PII except as allowed by the PSA.
3. Only use Medi-Cal PII to perform administrative functions related to determining eligibility for individuals applying for Medi-Cal.
4. Only Access to Medi-Cal PII if needed to perform their official duties to assist in the administration of Medi-Cal.

HHS Employees who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by the PSA may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Security Requirements

Personnel Controls

To ensure that HHS Employees who have access to Medi-Cal PII are aware 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, HHS shall provide the following:

Employee Training. Privacy and security awareness training will be provided to each new HHS Employee within 30 days of employment. At least annually thereafter, an ongoing refresher training and/or reminders of the privacy and security standards, requirements and safeguards is provided. HHS maintains records indicating each HHS Employee's name and the date on which the privacy and security awareness training was completed, and retains the most recent training records for a period of three years after completion of the training.

Employee Discipline. HHS will apply appropriate sanctions against workforce members who fail to comply with privacy policies and procedures or any provisions of the PSA, up to and including termination of employment where appropriate.

Confidentiality Statement. All HHS Employees who assist in the administration of Medi-Cal, and use or disclose Medi-Cal PII, must sign a confidentiality statement. The statement includes General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by HHS Employees prior to accessing Medi-Cal PII and the most recent version is retained for a period of three years.

Physical Security

HHS Employees 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. HHS safeguards Medi-Cal PII from loss, theft, or inadvertent disclosure by:

Secure Work Areas. All areas of facilities where HHS Employees assist in the administration of Medi-Cal and use or disclose Medi-Cal PII must be secure. Only authorized individuals with authorized door keys or access authorization may enter secure areas; and access to premises is by official identification only.

For locations with key pad access control: Key pad combinations must be changed annually, or within five business day of an employee termination. Managers and supervisors are responsible for submitting a work order request to Inyo County Building and Maintenance to initiate the change.

For locations with turnkey access control: External and locking internal doors that control access to secure areas must be re-keyed within five business days if:

1. A terminated employee fails to return his or her County keys, or
2. An employee reports his or her keys lost or stolen, or
3. A discrepancy is found on a key tracking log where a key(s) is unaccounted for.

Terminated Employees. All HHS Employees who are terminated from access to the facility are promptly escorted from the facility by an authorized employee and access is revoked. This means that a supervisor must collect the terminated employee's County keys, County ID, and County-issued credit or gas cards. Access to County computer systems must also be immediately revoked for terminated employees.

Identification Badges. HHS Employees are issued identification (ID) badges by either the County Personnel Department or by HHS Department Administration. HHS Employees who assist in the administration of Medi-Cal are required to wear these badges at the following HHS facilities where Medi-Cal PII is stored or used:

- 920 N. Main St. in Bishop, CA
- 162 Grove St. in Bishop, CA
- 380 N. Mt. Whitney Rd. in Lone Pine, CA

Secure Data Rooms. Data rooms with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII are only to be accessed by authorized Information Services (IS) staff. Visitors to the data center area must be escorted by authorized IS staff at all times.

PAPER DOCUMENT CONTROLS

HHS employees must ensure the security of paper documents containing PII by following these procedures:

Storage of Paper Records. HHS Employees must use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

Paper records that contain Medi-Cal PII must be stored in locked file cabinets, locked file rooms, locked desks or locked offices. HHS Employees are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes. Records with Medi-Cal PII may not be checked in baggage on commercial airplanes.

Medi-Cal PII may not be removed from the HHS building except for identified routine business purposes or with express written permission of DHCS.

Record Retention and Destruction. All paper documents that contain PII or other confidential information must be placed in the confidential document destruction bins. Confidential information in paper form may not be disposed of in the trash can.

Closed records that are retained per regulations must be properly secured while in storage (e.g., maintained in locking file cabinets within locked storage facilities), and must be destroyed using confidential document destruction procedures.

Fax Machines, Printers and Copiers. Fax machines, printers, and copiers are to be kept in secure areas to prevent access by unauthorized individuals. Do not leave faxes or printed documents containing Medi-Cal PII unattended. All HHS Employees must use a fax cover sheet that contains a confidentiality statement notifying persons receiving faxes in error to destroy them. HHS Employees shall verify fax numbers with the intended recipient before sending.

Managers and Supervisors are responsible for ensuring that confidential information is not left on fax machines, copiers, or printers at the end of the business day.

Mailing PII. When mailing large volumes of Medi-Cal PII, HHS Employees must use a secure, bonded courier, such as FedEx, with signature of receipt.

TECHNICAL SECURITY CONTROLS

Only the minimum necessary amount of Medi-Cal PII required to perform business functions may be copied, downloaded, or exported by HHS Employees. HHS ensures that electronic PII is properly secured by:

Encryption. Employees must not save Medi-Cal PII to a removable media device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.), unless the data is encrypted using WinZip, or a similar product as authorized by IS.

User IDs and Password Controls. All HHS Employees must adhere to the following password security requirements:

1. HHS Employees must be issued a unique user name for accessing Medi-Cal PII.
2. Usernames must be promptly disabled, deleted, or the password changed by a manager or supervisor upon the transfer or termination of an employee with knowledge of the password, within 24 hours.
3. Passwords are not to be shared.
4. Passwords must be at least eight characters and must be a non-dictionary word.
5. Passwords must not be stored in readable format on the computer.
6. Passwords must be changed at least every 90 days.
7. Passwords must be changed if revealed or compromised.
8. 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)

Email. The county e-mail systems are valuable resources for communication of information that is necessary to conduct county business. However, e-mail is not a secure form of communication and requires enhanced safeguards to ensure PII is kept secured. Therefore, HHS employees may not send confidential information via email outside the County network unless the information is properly encrypted using a product approved by Information Services, such as WinZip.

Security Breaches

Supervisors/Managers have the responsibility to ensure privacy and security of Personally Identifiable Information (PII) that is accessed by them and/or employees whom they supervise/manage. The contribution of Supervisors/Managers is vital in the day-to-day management and enforcement of privacy and security measures. Supervisors/Managers need to be aware of the risks and potential consequences of breaches of information, must be committed in their efforts to uphold the integrity of PII, and must lead by example through their own adherence to privacy and security requirements.

Manager/Supervisor Requirements. Managers/Supervisors are required to:

1. Monitor workplace practices to ensure that HHS Employees are aware of and comply with privacy and security requirements and training.
2. Limit and control employee access to confidential information to the minimal amount needed to perform their job function.
3. Deal firmly with incidents of non-compliance.

4. Upon becoming aware of an actual or suspected security incident, Managers and/or Supervisors must:
 - Immediately collect as much information about the reported incident as possible.
 - Immediately report incidents to the HHS Privacy Officer.
 - The Privacy Officer will coordinate the necessary next steps, depending on the type of incident.

Manager/Supervisor Responsibilities. Managers/Supervisors are responsible for ensuring staff is:

1. Aware of the risks associated with breaches of confidential information.
2. Competent in using appropriate privacy and security controls, such as:
 - a. Restricting entry to County workplace areas,
 - b. Maintaining and updating information properly,
 - c. Protecting computer terminal passwords,
 - d. Locking computers when unattended,
 - e. Diligent in using the privacy and security controls correctly and as specified in this standard practice at all times.
 - f. Never exposing PII unnecessarily.

MANAGEMENT OVERSIGHT AND MONITORING

HHS has established ongoing management oversight and quality assurance for monitoring workforce compliance with the PSA, which includes:

Internal Assessment. HHS conducts periodic self-assessments and random sampling of work activity by HHS Employees who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII.

Usage Anomalies. HHS conducts investigations and follow-up regarding Medi-Cal Eligibility Data System (MEDS) usage anomalies provided to HHS by DHCS.

Access Control and Change Management. HHS Managers and Supervisors are responsible for controlling employee access to confidential and sensitive information, including PHI/PII, by:

1. Issuing individual access control numbers/user IDs,
2. Limiting access to only County Workers who require access to perform their official duties in connection with the administration of the Medi-Cal program (e.g. applying the lowest-level access to electronic information management systems needed for each employee using role-based access control).

Inyo County Health and Human Services Department
Medic-Cal Data Privacy and Security
Policy and Procedure

- Document investigation findings in a written report within the statutory timeframes, including a description of:
 - Detailed data elements that were involved,
 - The name of the unauthorized persons who are reasonably believed to be involved;
 - The location of where PHI/PII is believed to have been improperly transmitted, obtained, or used, and
 - The probable cause(s) of the incident;
 - Recommended remediation and disciplinary action.
- Notify the appropriate local, state and/or federal official or department when notification is required under federal or state law;
- Submit an initial and final written security incident report to the appropriate parties, within the timeframes delineated.
 - For incidents involving Medi-Cal PII, DHCS is to be notified by telephone or e-mail upon the discovery of a breach of security of Medi-Cal PII in computerized form if the PII was, or is reasonably believed to have been, acquired by an unauthorized person; or with 24 hours by telephone call or e-mail of discovery of any other suspected security incident, intrusion, loss or unauthorized use of disclosure of PII in violation of law. The DHCS Privacy Officer can be reached at (916) 445-4646 or the email address: privacyofficer@dhcs.ca.gov and the Security Officer can be reached at (916) 440-7000 or by email iso@shcs.ca.gov.
- Maintain a log of privacy and security incidents for at least three years.

Enforcement

Managers are responsible for enforcement of privacy and security policies and standard practices. Violations of these set policies and standard practices require a corrective action and/or disciplinary action in accordance with this policy and County Personnel Rules.

It is the responsibility of the Division Manager/Supervisors, (in consultation with the Privacy Officer, Director, Risk Management, and/or Personnel, as appropriate), to develop and implement corrective action plan(s) and/or disciplinary action(s) for all violations of privacy and security policies and standard practices. The Privacy Officer must also be notified immediately of any plan(s) and/or action(s) taken for documentation, tracking purposes, to provide to the State for review, and/or any further action determined to be necessary by the State and/or the County.

Any HHS Employee who is found responsible for a substantiated privacy and/or security incident is subject to disciplinary action under Article XII of the Personnel Rules and Regulations of the County of Inyo, up to and including termination of employment, plus any applicable civil or criminal penalties.

38. Litigation or Administrative Proceedings

In the event of any litigation or administrative proceedings, based on privacy and security of PII violation claims, and/or State/Federal laws or agreements, HHS must cooperate and make all reasonable efforts to ensure the availability of individuals involved in the claim(s).

References

The use, access, and/or disclosure of PHI/PII are primarily governed by the following laws and regulations:

Social Security Administration (SSA) 1137 Agreement

Medi-Cal Data Privacy and Security Agreement

Health Insurance Portability and Accountability Act (HIPAA)

Confidentiality of Medical Records Act (CMIA)

Patients Access to Health Records Act (PAHRA)

California Health and Safety Code,

California Welfare and Institutions Code Division 109

Internal Revenue Code

42 CFR Part 2



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Behavioral Health Division
162 J Grove Street, Bishop, CA 93514
Telephone (760) 873-6533 FAX: (760) 873-3277

AUTHORIZATION
EXPIRES:

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL HEALTH INFORMATION

INSTRUCTIONS: Use this form to obtain the required authorization when a request is received for all consumer information, unless the request received is a facsimile of this form or contains all of the required information. Obtain signature of consumer or parent/guardian/conservator. If the consumer signs, obtain a witness' signature. List the information released per this authorization on page 3 of this form.

Inyo County Behavioral Health may not condition treatment or payment on this authorization. The consumer may refuse to sign the authorization. If the authorization is not signed, the information shall not be released except when required by law. Upon request, the patient may inspect or be provided a copy of the protected health information to be disclosed by this authorization.

Consumer's Name: Birth Date
Month/Day/Year

I, and/or
Consumer Name Name of Parent/Guardian/Conservator

hereby authorize
Name of Agency/Person/Organization

Address (Street, City, State, Zip Code)

to release to
Name of Agency/Person/Organization

Address (Street, City, State, Zip Code)

the information specified on Page 2 of this form with the knowledge that such release discloses the fact that mental health services have/been/are being provided by Inyo County Behavioral Health. The information disclosed under this authorization may be subject to re-disclosure by the recipient if allowed or required by law.

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL HEALTH INFORMATION

Purpose of requested release of confidential and/or protected information:

- Evaluation Treatment/Coordination Evaluation/Assessment
- Other _____

(Please Specify)

This release shall be limited to the following types of information:

Entire Record (including all physical and mental health conditions and treatments)

-OR-

Only the following records/type of information *(Please specify dates and/or types of information)*: _____

I specifically authorize the release of the following records (check all that apply):

- Substance Use Treatment Information HIV Test Results

This authorization shall expire:

30 Days After My Services End

Until My Probation Case Ends

Until I am No Longer Attending _____

-OR-

Specify Date: _____

(school)

This authorization may be revoked in writing by the undersigned at any time (except to the extent that action has already been taken) and submitted to the following address: Inyo County Behavioral Health, 162 J Grove St., Bishop, CA 93514.

I understand that I may inspect or obtain a copy of my health information. I understand that I may refuse to sign this Authorization and my refusal will not affect my access to treatment. Furthermore, I understand that I have a right to receive a copy of this signed authorization. I would like a copy of this signed Authorization.

Signature of Consumer (REQUIRED)

Date: _____
Month/Day/Year

Signature of Parent/Guardian/Conservator, if applicable

Date: _____
Month/Day/Year

Witness Signature (REQUIRED)

Date: _____
Month/Day/Year

Signature of Professional, if applicable

Date: _____
Month/Day/Year

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL HEALTH INFORMATION

RECORD OF RELEASE OF INFORMATION (to be maintained in consumer's file)

The following information was released to the party named on Page 1 of this form. Identify the specific dates of the reports, records, and/or items released:

- Entire Record
- Diagnosis
- Psychiatric Evaluation
- Discharge Summary
- Social History
- Individual Treatment Plan
- Legal Information
- HIV Test Results
- Substance Use Disorder Treatment
- Medical Assessment
- Results of Psychological/Vocational Testing

Conference(s) Date(s):

Other (please specify):



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT
Behavioral Health Division
162 J Grove Street, Bishop, CA 93514
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AUTHORIZATION
EXPIRES: _____

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Consumer's Name: _____ Birth Date _____
Month/Day/Year

I, _____, and/or _____
Consumer Name Name of Parent/Guardian/Conservator

hereby authorize _____
Name of Agency/Person/Organization

Address (Street, City, State, Zip Code)

to release to _____
Name of Agency/Person/Organization

Address (Street, City, State, Zip Code)

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- Evaluation Treatment/Coordination Evaluation/Assessment
- Other

(Please Specify)

This release shall be limited to the following types of information:

Entire Record (including all physical and mental health conditions and treatments)

-OR-

Only the following records/type of information (*Please specify dates and/or types of information*): _____

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- Substance Use Treatment Information HIV Test Results

This authorization shall expire:

30 Days After My Services End

Until My Probation Case Ends

Until I am No Longer Attending _____

-OR-

Specify Date: _____

(school)

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I understand that I may inspect or obtain a copy of my health information. I understand that I may refuse to sign this Authorization and my refusal will not affect my access to treatment. Furthermore, I understand that I have a right to receive a copy of this signed authorization. I would like a copy of this signed Authorization.

Signature of Consumer (REQUIRED)

Date: _____
Month/Day/Year

Signature of Parent/Guardian/Conservator, if applicable

Date: _____
Month/Day/Year

Witness Signature (REQUIRED)

Date: _____
Month/Day/Year

Signature of Professional, if applicable

Date: _____
Month/Day/Year

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL HEALTH INFORMATION

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- Diagnosis
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- Discharge Summary
- Social History
- Individual Treatment Plan
- Legal Information
- HIV Test Results
- Substance Use Disorder Treatment
- Medical Assessment
- Results of Psychological/Vocational Testing

Conference(s) Date(s):

Other (please specify):



**CERTIFICATION REGARDING
COMPLIANCE WITH OMB CIRCULAR A-133**

X I hereby certify that the County ensures that it and its programs that have \$500,000 or more in Federal expenditures during their respective fiscal years receive a single State audit as prescribed in OMB Circular A-133.

X I hereby certify that the County ensures that the County and/or its programs that are non-Federal entities with \$500,000 or more in Federal expenditures obtain a single audit or program-specific audit.

Paraphrased, the State-County Contract, Exhibit C, Article III, Section D:

Pursuant to OMB Circular A-133, Contractor shall require and ensure that its non-profit subcontractors expending \$500,000 or more in federal funds in a fiscal year have a single or program-specific audit performed with respect to the funds covered by Exhibit C. The State may impose sanctions against the Contractor for not submitting required single or program-specific audit reports, or failure to comply with all other audit requirements.

Office of Management and Budgets (OMB) Circular A-133 is issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of states, local governments, and non-profit organizations expending Federal awards. Cities and counties not exempted from the requirements of OMB Circular A-133 must submit their single audit reporting packages to the State Controller's Office.

X I hereby certify that the County ensures that the County and/or any of its programs that are non-Federal entities that expend less than \$500,000 during a fiscal year retain records to support expenditures and make those records available for review or audit by appropriate officials of the Federal Agency, the pass-through entity, and the General Accounting Office.

I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY

Behavioral Health

POLICY/PROCEDURE

SUBJECT: COMPLIANCE WITH OMB CIRCULAR A-133

POLICY

Inyo County Behavioral Health (ICBH) shall require and ensure that any sub-recipients expending \$300,000 or more in federal awards in a year, have a single or program-specific audit performed. The audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted auditing standards; and "Government Auditing Standards," 1994 Revision, issued by the Comptroller General of the United States.

PROCEDURES

Inyo County AOD programs will monitor sub-recipients at least once every six months, to ensure compliance with the applicable statutes and regulations.



**CERTIFICATION REGARDING
PROVISION OF TUBERCULOSIS (TB) SERVICES**

 X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the SAPT Block Grant and State-County Contract with regard to the provision of tuberculosis services.

Title 45, Code of Federal Regulations §96.127 states:

- (a) States shall require any entity receiving amounts from the grant for operating a program of treatment for substance abuse to follow procedures developed by the principal agency of a State for substance abuse, in consultation with the State Medical Director for Substance Abuse Services, and in cooperation with the State Department of Health/Tuberculosis Control Officer, which address how the program—
 - (1) Will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services as defined in §96.121 to each individual receiving treatment for such abuse;
 - (2) In the case of an individual in need of such treatment who is denied admission to the program on the basis of the lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services;
 - (3) Will implement infection control procedures established by the principal agency of a State for substance abuse, in cooperation with the State Department of Health/Tuberculosis Control Officer, which are designed to prevent the transmission of tuberculosis, including the following: (i) Screening of patients; (ii) Identification of those individuals who are at high risk of becoming infected; and (iii) Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2; and
 - (4) Will conduct case management activities to ensure that individuals receive such services.

Title 45, Code of Federal Regulations §96.121 – Definition of tuberculosis services:

- (1) Counseling the individual with respect to tuberculosis;
- (2) Testing to determine whether the individual has been infected with mycobacteria tuberculosis to determine the appropriate form of treatment for the individual; and
- (3) Providing for or referring the individuals infected by mycobacteria tuberculosis for appropriate medical evaluation and treatment.

 I further certify that the County has in place policies, procedures, and practices to ensure that its AOD treatment subcontractors are in compliance with the above requirements.

 X Certification regarding treatment subcontractors is not applicable because this County does not subcontract for any AOD treatment services.

 I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)



**Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications**

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY
Behavioral Health

POLICY/PROCEDURE

SUBJECT: Tuberculosis Services and Screening

POLICY

A. Inyo County Behavioral Health (ICBH) **Tuberculosis services** operating a program of treatment for substance abuse will routinely make available tuberculosis services and show documentation as defined in Title 45, Code of Federal Regulations, Part 96, Section 96.127.

(a) ...any entity receiving amounts from the grant for operating a program of treatment for substance abuse to follow procedures developed by the principal agency of a State for substance abuse, in consultation with the State Medical Director for Substance Abuse Services, and in cooperation with the State Department of Health/Tuberculosis Control Officer, which addresses how the program-

- (1) Will, directly or through arrangements with other public or non-profit private entities, routinely make available tuberculosis services as defined in 96.121 to each individual receiving treatment for such abuse;*
- (2) In the case of an individual in need of such treatment who is denied admission to the program on the basis of the lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services: and*
- (3) Will implement infection control procedures established by the principal agency of a State for substance abuse, in cooperation with the State Department of Health/Tuberculosis Control Officer, which are designated to prevent the transmission of tuberculosis, including the following: (i) Screening of patients; (ii) Identification of those who are at high risk of becoming infected; and (iii) Meeting all State reporting requirements while adhering to Federal and state confidentiality requirements; including 42 CFR part 2; and (4) will conduct case management activities to ensure that individuals receive such services.*

Title 45, Code of Federal Regulations, Part 96, Section 96.121 defines tuberculosis services as:

- (1) Counseling the individual with respect to tuberculosis;*
- (2) Testing to determine whether the individual has been infected with mycobacteria tuberculosis to determine the appropriate form of treatment for the individual; and*
- (3) Providing for or referring the individuals infected by mycobacteria tuberculosis for appropriate medical evaluation and treatment.*

Further, the subcontractor will test and show proof of compliance with ADP Certification Standards section 19015, which states;

(b) All staff and volunteers whose functions require or necessitate contact with participants or food preparation shall be tested for tuberculosis.

PROCEDURE

- Clients are not required to have a Tuberculosis test to attend outpatient service groups. A screening of need at the time of intake, education and referral is provided.
- TB screening assistance is provided for placement into a Drug and Alcohol Rehabilitation facility when needed.
- Subcontractors are monitored at least one time during their contract year for compliance with ADP Certification requirements
- All staff in direct contact with clients in the program has a TB test annually per 19015.(B).



**CERTIFICATION REGARDING
RESTRICTIONS ON EXPENDITURES OF SAPT BLOCK GRANT FUNDS**

 X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the SAPT Block Grant and State-County Contract with regard to compliance with Restrictions on the Expenditure of the Grant.

Title 45, Code of Federal Regulations §96.135 states:

- (a) SAPT Block Grant funds shall not be expended on the following activities to: (1) provide inpatient hospital services, except as provided under paragraph (c) of this section; (2) make cash payments to intended recipients of health services; (3) purchase or improve land, purchase, construct, or permanently improve any building or facility, or purchase major medical equipment; (4) satisfy any requirements for the expenditure of non-Federal funds as a condition for the receipt of Federal funds; (5) provide financial assistance to any entity other than a public or non-profit private entity; or (6) provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs...
- (b) The State shall limit expenditures of the SAPT Block Grant on the following: (1) will not expend more than 5 percent of the grant to pay for the costs of administering the grant; and (2) will not, expend the grant for the purpose of providing treatment services in penal or correctional institutions of the State...

 X I hereby certify that the County ensures that it does not and its programs do not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services as stated under 45 CFR, Section §96.135 (a)(1) except as provided under 45 CFR, Section §96.135 (c).

 X I hereby certify that the County ensures that it does not and its programs do not expend SAPT Block Grant funds to make payments to intended recipients of health services as stated under 45 CFR, Section §96.135 (a)(2).

 X I hereby certify that the County ensures that it does not and its programs do not expend SAPT Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment as stated under 45 CFR, Section §96.135 (a)(3).

 X I hereby certify that the County ensures that it does not and its programs do not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds as stated under 45 CFR, Section §96.135 (a)(4).

 X I hereby certify that the County ensures that it does not and its programs do not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit, private entity as stated under 45 CFR, Section §96.135 (a)(5).



**Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications**

I hereby certify that the County ensures that it does not and its programs do not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes as stated under 45 CFR, Section §96.135 (a)(6).

I hereby certify that the County ensures that it does not and its programs do not use the SAPT Block Grant to pay salaries in excess of Level I of the Federal Senior Executive pay scale as stated under 45 CFR, Section §96.135 (b)(1).

I hereby certify that the County ensures that it does not and its programs do not expend SAPT Block Grant funds to provide treatment services in penal or correctional institutions of the State as stated under 45 CFR, Section §96.135 (b)(2).

I further certify that the County has in place policies, procedures, and practices to ensure that its AOD subcontractors are in compliance with the above requirements.

Certification regarding subcontractors is not applicable because this County does not subcontract for any AOD treatment services.

I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY
Behavioral Health

POLICY/PROCEDURE

SUBJECT: Use of SAPT Block Grant Funds

POLICY

Inyo County Behavioral Health (ICBH) Alcohol and Other Drug Services will fiscally monitor the use of SAPT Block Grant funds to comply with CFR 96.135. Further to insure that directed funds, including interest from State General Funds and/or Perinatal Funds, are restricted to the purpose of the original allocation.

PROCEDURES

Expenditure of SAPT Block Grant funds will be reviewed and **not** be used for the following:

1. Purchase or improve land; purchase, construct or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
2. To satisfy any requirement for the expenditure of non-federal funds as a condition from the receipt of Federal Funds.
3. To provide financial assistance to any entity other than a public or non-profit, private entity
4. To make payments to intended recipients of health services.
5. To provide treatment services in penal or correctional institutions of the state
6. To provide individuals with hypodermic needles or syringes
7. To pay salaries in excess of level I of the Federal Senior Executive pay scale.



**CERTIFICATION REGARDING
EXPENDITURES OF SAPT BLOCK GRANT FUNDS**

X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the State-County Contract and the SAPT BG guidelines with regard to compliance with the Expenditure of the SAPT Block Grant funds.

Paraphrased, the State-County Contract, Exhibit C, Article III, Section H:

SAPT Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to Title 42 USC, Section 300x-21(b) through 300x-66; and Title 45 CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period shall be returned to the State for subsequent return to the Federal government.

Contractors and subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6); Title 45 CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7); and Title 45 CFR, Part 96, Section 96.30.

Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children, and HIV early intervention services. "Obligations" shall have the same meaning as used in Title 45 CFR, Part 92, Section 92.3.

I further certify that the County has in place policies, procedures, and practices to ensure that its AOD subcontractors are in compliance with the above requirements.

X Certification regarding subcontractors is not applicable because this County does not subcontract for any AOD treatment services.

I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

INYO COUNTY
Behavioral Health
SUD Programs

POLICY/PROCEDURE

SUBJECT: Expenditure of SAPT Block Grant Funds

POLICY

Inyo County Behavioral Health (ICBH) Substance Use Disorder Services will fiscally monitor the use of SAPT Block Grant funds pursuant to Title 42 USC, Section 300x-21(b) through 300x-66 and Title 45 CFR, Subpart L. Any SAPT Block Grant funds not expended by a Contractor at the end of the expenditure period shall be returned to the State for subsequent return to the Federal government. Inyo County Behavioral Health and Substance Use Disorder Services shall comply with the financial management standards contained in Title 45 CFR, Part 92 Sections 92.20(b)(1) through (6); title 45 CFR Part 74, Sections 74.21(b)91) through (4) and (b) (7) and Title 45 CFR Part 96, Section 96.30.

PROCEDURES

Expenditure of SAPT Block Grant funds will be fiscally monitored and in the following manner; Whenever specific purchases are made for the programs, the requisitions indicate the program and are signed off by appropriate management and staff. Those expenditures are then tracked directly to the specific program. Staff also completes time studies which track time and units of service to various categories. At year-end the time studies and purchases are totaled and reported in the annual cost report.



**CERTIFICATION REGARDING
ACCESS OF SERVICES FOR PERSONS WITH DISABILITIES**

X I hereby certify that the County has in place policies, procedures, and practices to ensure compliance with the terms of the State-County Contract with regard to the Federal and State Law requirements for Access of Services FOR Persons with Disabilities.

Paraphrased, the State-County Contract, Exhibit B, Section R and ADP Bulletin 09-05:

Contractor shall ensure all licensed and certified Alcohol and Other Drug (AOD) providers of services or programs adhere to the requirements of the Americans with Disability Act (ADA), Section 504, and the Unruh Civil Rights Act, ensuring that all AOD prevention, treatment and recovery programs be accessible to people with disabilities to the fullest extent possible.

Contractor shall ensure AOD services are made available to all individuals with mobility, communication, or cognitive impairments as required by federal and state laws and regulations. Contractor shall include the Access of Services for Persons with Disabilities in all subcontracts.

Contractor shall ensure that its services and its subcontracted service providers' programs are accessible and do not discriminate against or deny equal opportunity to participate in and benefit from AOD services provided.

Contractor must conduct assessments and keep records to: (1) Determine the extent of the need for AOD services within the County's service area; (2) Determine the percentage of the County's residential AOD service providers that accept people with disabilities, and maintain an implementation plan for ensuring that a sufficient number of out-patient and residential AOD services accessible by persons with disabilities are strategically placed within the County's service area; (3) Define, develop, and implement: (a) the referral mechanism for AOD facilities that do not accept people with disabilities; and (b) the plan to provide services to people with disabilities that are substantially equivalent to services provided to non-disabled individuals, including equivalency of travel time and distance; and (4) Designate a County Access Coordinator (CAC). The CAC's roll is to be the liaison between the provider community, County AOD Administrator's Office and the State Department of Health Care Services, Substance Use Disorders Services.

I further certify that the County has in place policies, procedures, and practices to ensure that its AOD treatment subcontractors are in compliance with the above requirements

X Certification regarding treatment subcontractors is not applicable because this County does not subcontract for any AOD treatment services.

I am unable to certify as to the existence of the afore-mentioned policies, practices, and procedures due to the following reasons (If true, please answer the next question):

(Attach pages if necessary)



**Department of Health Care Services
Substance Use Disorders Services
County Contract Certifications**

The following actions will be completed within 60 days of the date of this document to ensure that relevant policies, practices and procedures are in place:

Please provide the name and contact information of the County Access Coordinator or person responsible to ensure People with Disabilities have equal access to AOD services.

Name: _____

Title: _____ Phone: _____

Email: _____

Address: _____

INYO COUNTY
Behavioral Health

POLICY / PROCEDURE

SUBJECT: ACCESSIBILITY OF SERVICE REQUIREMENTS

POLICY

Inyo County Behavioral Health (ICBH) Substance Use Disorders (SUD) programs does not discriminate on the basis of ethnic group, religion, age, gender, color, sexual orientation or disability, pursuant to the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; 45 Code of Federal Regulations, Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance; Title 24, California Code of Regulations, Part 2, Activities Receiving Federal Financial Assistance and; Unruh Civil Rights Act California Civil Code Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities. ICBH's SUD programs will ensure sub-contractors adhere to the requirements regarding the above.

ICBH's SUD programs will ensure assessments are conducted and records of the assessments are kept, regarding the need for AOD services within the County; the percentage of the county residential AOD service providers that accept PWD and the county's implementation plan for ensuring that a sufficient number of out-patient and residential AOD services accessible by PWDs are strategically placed within the county; will define, develop and implement 1) the referral mechanism for those AOD service facilities that do not accept PWD; 2) the plan to provide services to PWD that are substantially equivalent to services provided to non-disabled individuals, including equivalency of travel time and distance; and designate a County Access Coordinator.

PROCEDURES

1. All clients are advised orally and in writing of their personal rights during the intake process. Inyo County Behavioral Health Substance Use Disorder programs will make every effort to ensure that persons with disabilities have access to all of its programs, services and activities and will ensure its sub-contractors adhere to the same.
2. ICBH's SUD staff will develop and utilize the above required assessments.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Contract between County of Inyo Department of Health and Human Services and the California Department of Public Health

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Woman, Infants, and Children (WIC) Contract, in an amount not to exceed \$327,164.00, for the period of October 1, 2014 through September 30, 2015, contingent upon Board's approval of the FY 2014/2015 budget; and authorize Jean Turner, Director of Health and Human Services to sign Allocation Agreement No. 14-10237.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract was received from the CDPH on July 30, 2014 and the routing process was initiated upon receipt. This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventive services.

The contract is a one year contract with the California Department of Public Health, although the funding is federal dollars passed through the State from the United States, Department of Agriculture (USDA).

ALTERNATIVES:

Your Board could choose not to approve the contract resulting in the discontinuation of the Inyo WIC Program.

OTHER AGENCY INVOLVEMENT:

The program works cooperatively with other Health and Human Services Programs such as Public Health, First Five, as well as Toiyabe Indian Health Project and other Community organizations.

FINANCING:

This program is 100% Federally funded through the State of California. There are no county general funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date: <u>8/8/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date: <u>8/8/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date: <u>8/11/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner Date: 8-12-14

REGISTRATION NUMBER	AGREEMENT NUMBER 14-10237
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- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME California Department of Public Health	(Also referred to as CDPH or the State)
CONTRACTOR'S NAME County of Inyo Department of Health and Human Services	(Also referred to as Contractor)
- The term of this Agreement is: October 1, 2014 through September 30, 2015
- The maximum amount of this Agreement is: \$ 327,164
Three Hundred Twenty Seven Thousand One Hundred Sixty Four Dollars
- 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	10 pages
Exhibit B – Budget Detail and Payment Provisions	5 pages
Exhibit B, Attachment I – Budget (Year 1)	5 pages
Exhibit B, Attachment II – Budget Detail Justifications	4 pages
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	7 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Information Privacy and Security Requirements	9 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Inyo Department of Health and Human		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Turner, Director of Health and Human Services		
ADDRESS 568 West Line Street Bishop, CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Elizabeth Stone, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per:

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein to operate the Women, Infants and Children (WIC) Nutrition Program (The State WIC Program) and to comply with all fiscal, administrative and operational requirements as outlined in this Agreement and all references listed in Exhibit E, Section 1; WIC Program Federal Statutes and WIC Program Federal Regulations, United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) guidelines and instructions, WIC Program State Statutes and WIC Program State Regulations, the WIC Contract Management Binder (CMB); Primary WIC Program Contact (PWPC) communications; and the WIC Program Manual (WPM). These documents are available on the State WIC Program website at <http://www.wicworks.ca.gov/>.

2. Service Location

The services shall be provided at authorized WIC sites within Contractor's service area, as defined in this provision. Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC site near the participant's place of employment. The State WIC Program may modify an existing service area to reflect changing business needs and demographics by notifying Contractor in writing.

Contractor agrees to provide WIC Program services in the following service area to:

Eligible residents of Inyo County.

3. Service Hours

The services shall be provided during Contractor's normal business hours as outlined in the WPM 530-10, incorporated for reference in Exhibit E, Provision 1, Subsection C(1).

4. Project Representatives

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

California Department of Public Health
Kerry Wyatt
Contract Manager
Telephone: (916) 928-8500
Fax: (916) 263-3314
E-mail: Kerry.wyatt@cdph.ca.gov

County of Inyo Department of Health
and Human Services
Jean Turner
Director of Health and Human Services
Telephone: (760) 873-3305
Fax: (760) 873-6505
E-mail: jturner@inyocounty.us

Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health
State WIC Program
Attention: Kerry Wyatt
Local Agency Support Branch
3901 Lennane Drive
Sacramento, CA 95834

Telephone: (916) 928-8500
Fax: (916) 263-3314
E-mail: Kerry.wyatt@cdph.ca.gov

County of Inyo Department of Health and Human Services
Attention: Sherrie James, RD
Program Manager
568 West Line Street
Bishop, CA 93514

Telephone: (760) 872-1887
Fax: (760) 872-1623
E-mail: sjames@inyocounty.us

C. Either party may change the information in paragraphs A or B above by giving written notice to the other party. These changes shall not require an amendment to this Agreement.

D. Contractor shall follow all guidelines set forth in Contract Management Binder (CMB) Chapter 2, Section I, Provision B, Primary WIC Program Contact (PWPC) including Role and Responsibilities and Classification and Hiring Approval. Contractor shall designate a PWPC who is responsible for the day-to-day operations of the WIC program and who serves as the principle liaison to the State WIC Program during the term of this Agreement. The PWPC is accountable for ensuring that the Contractor complies with all fiscal, administrative, and operational requirements as outlined in this Agreement, the CMB, and the WIC Program Manual.

5. Services to be Performed

A. Contractor is provided a participant caseload per month for the term of this Agreement. Contractor shall serve one hundred percent (100%) of the authorized caseload per month.

<u>Budget Period</u>	<u>Maximum Caseload Per Month</u>
1) FFY 2015	475

B. Contractor's initial caseload will be identified through a WIC local agency award letter and is effective upon execution of this Agreement. Caseload is used to calculate the base-grant funding amount.

C. If the caseload is increased or decreased, after the execution of this Agreement, the Contractor will be notified via a WIC local agency award letter approximately ninety (90) days prior. An increase in the caseload will increase the base-grant funding amount, and a decrease in the caseload will decrease the base-grant funding amount, and an amendment to this Agreement shall be required.

Exhibit A
Scope of Work

6. Performance Standard

- A. Should Contractor fail to meet the minimum performance standard described in the CMB, Chapter 2, Section I, Provision A, the State WIC Program may reduce Contractor's authorized caseload and base-grant funding.
- B. The State WIC Program reserves the right to adjust the minimum performance standard. The Contractor will be notified, in writing, approximately ninety (90) days prior to the effective date of an adjustment. If the State WIC Program reduces the Contractor's authorized caseload, the Contractor's funding will be reduced based upon the State WIC funding formula.

7. Food Benefits Distribution

Contractor shall issue food benefits and implement a distribution system using the Integrated Statewide Information System (ISIS). Food benefits shall be issued to eligible participants using paper or electronic media, in compliance with all WIC Program Federal Regulations, USDA FNS memos and policy documents, and the WPM 200, 300 and 400 series that cover food benefits distribution and storage, security and fraud prevention, mailing protocol, and participant education.

8. Nutrition Education and Breastfeeding Support Services

- A. Contractor shall provide nutrition education to all adult participants and age appropriate nutrition education to child participants in compliance with WIC Program Federal Regulations, the CMB, and the WPM 400 series.
- B. Contractor shall promote breastfeeding and provide breastfeeding support as outlined in the WPM 600 series.
- C. A minimum standard must be met for nutrition education and breastfeeding promotion and support expenditures as specified in the CMB, Chapter 2, Section I, Provisions C and D.
- D. Contractor shall develop and submit a Nutrition Services Plan (NSP) as detailed in WPM 100-02. The NSP shall be consistent with the nutrition education requirements stated in the WPM 400 series and in accordance with WIC Program Federal Regulations. The NSP and annual updates shall be prepared by a Registered Dietitian (RD) or other qualified staff member, and shall be submitted to the State WIC Program for approval by the specified due dates as indicated in the WPM 400 series.
- E. Contractor shall inform the public of all services provided under this Agreement, including a description of WIC benefits, the eligibility criteria, the locations and the contact information.

Exhibit A
Scope of Work

9. Referral Services

Contractor shall provide WIC Program applicants and participants with information on other health-related and public assistance programs and, when appropriate, shall refer applicants and participants to such programs, as required, by Federal Regulations and the WPM 700 series.

10. Participant Eligibility Verification

Contractor shall certify those persons determined to be eligible for WIC services based on defined criteria in compliance with applicable Federal Regulations and the WPM 210. These regulations and policies prohibit exclusion of participation, denial of benefits, or any other discriminatory behavior on the grounds of race, color, national origin, age, sex, or disability. Additional contract requirements related to non-discrimination and civil rights are defined in Exhibit C, Provision 10; Exhibit D(F), Provision 1; and Exhibit E, Provision 7.

11. Staffing Standards

- A. Contractor shall maintain an appropriate staffing pattern to provide WIC services to participants while maintaining a positive customer services environment as outlined in the WPM 130 series. Contractor may employ WIC Nutrition Assistants (WNAs); office support (non-WNAs) staff; RDs; Dietetic Technicians Registered (DTRs); Degreed Nutritionists (DNs); and other staff.
- B. Contractor shall employ RDs to perform direct service activities that support participant nutrition needs and oversee the development, implementation, and evaluation of the NSP; the quality assurance plan; nutrition-related education; nutrition assessments; and other activities as listed in WPM 130-10. Contractor shall designate a nutrition education coordinator to oversee nutrition education activities as described in the WPM 400 series.
- C. Contractor shall maintain an adequate number of trained staff to ensure all WIC participants are screened, counseled, and referred to appropriate services.
- D. Overtime expenses incurred to accomplish program requirements and activities are allowable within the Maximum Payable Amount.
- E. Contractor shall maintain an adequate number of WIC Nutrition Assistants (WNA) and certified staff to determine participant eligibility and to counsel participants on technical nutrition topics. All nutrition staff must be trained to counsel participants on breastfeeding and infant feeding issues as described in the WPM 130 series. Contractor shall designate a breastfeeding coordinator to be responsible for breastfeeding promotion and support as described in the WPM 130-100.

Exhibit A
Scope of Work

12. Other WIC Services

Other WIC Services shall be provided by the Contractor when authorized by the State WIC Program. Funds for these services are allocated to the Contractor, in addition to the authorized caseload, through the award letter. The Contractor is responsible for performing the work detailed below for any items listed on the Contractor's award letter. All activities supported by awarded funds must strictly adhere to the performance outcomes identified below, but not limited to:

A. Anemia Screening

The Contractor shall follow the California Bloodwork Pilot Protocol (Anemia Screening Pilot) to increase bloodwork compliance by taking Hemoglobin screenings of WIC participants, as appropriate per the protocol. The protocol also addresses the acquisition, storage and use of the Pronto non-invasive hemoglobin screening devices, which read and display the WIC participant's hemoglobin level. Allowable expenses covered in the funding include the purchase of Pronto devices, anemia blood screening sensor tests, batteries and protective cases for the devices, and alcohol wipes. The Contractor is authorized to procure Pronto devices from Masimo Americas, Inc. as the sole source provider of the equipment. The California Bloodwork Pilot Protocol and FAQs is available on the WIC website at www.wicworks.ca.gov.

B. Breast Pump Maintenance

The Contractor shall maintain electric breast pumps in working order and purchase WIC allowable breastfeeding and promotion support items.

C. Breastfeeding Peer Counseling (BPC) Program

The Contractor shall implement or expand the current Breastfeeding Peer Counselor Program according to the agency's approved funding renewal application. Contractor will provide direct peer counseling program services, including peer counseling of participants (mothers) enrolled in the Breastfeeding Peer Counseling (BPC) Program, and provide referrals conducted by an International Board Certified Lactation Consultant (IBCLC) for high risk situations outside the peer counselor's scope of practice; provide training to new and current staff on BPC Program policies and procedures and skills/knowledge needed to provide general breastfeeding support; conduct continuous quality improvement activities including review of peer counselors' caseload and contacts; database documentation; perform exit surveys of participants from the BPC Program; and submit biannual progress reports and current staffing tables upon request.

D. Dietetic Career Development Coordinator

The Contractor's Dietetic Career Development Coordinator shall work in collaboration and in conjunction with State representatives to coordinate and provide technical assistance to the five (5) WIC-based dietetic internships and WIC staff interested in becoming a dietitian, and the following:

- Provide outreach services related to dietetic internships to various State and national organizations.

Exhibit A
Scope of Work

- Provide written and verbal communication on progress toward meeting performance outcomes to State representatives.
- Ensure that dietetic internships comply with Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND), including the requirements to have a full-time internship program director and for dietetic internships to provide at least 1200 hours of supervised practice to meet defined competencies by ACEND.
- Work with dietetic interns to complete the mandatory review process to pass the Registered Dietitian (RD) exam. Funding of project is contingent on performance outcome standards.

E. Dietetic Intern Program

The Contractor shall coordinate and maintain an Academy of Nutrition and Dietetics accredited WIC-based dietetic internship program pursuant to guidelines established by the State WIC Program and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Qualified applicants seeking Community Nutrition focus are to be given priority in the candidate selection process. Provide point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide; i.e. PWPC release letter and/or WIC website. Provide the State WIC Program, Dietetic Intern (DI) Coordinator with quarterly status reports and information regarding their RD exam pass rate, intern data, site visit evaluations, costs, and other relevant information related to the internships. Work in collaboration with other internship directors, DI Coordinator, and State representatives to address challenges, acknowledge accomplishments, and make recommendations on ways to sustain quality of services. Funding of project is contingent on performance outcome standards.

F. Education and/or Training Committee Travel

The Contractor's Education Committee member and/or Training Committee member shall participate in up to four (4) committee meetings per year to develop high quality, statewide local-agency training curricula in accordance with federally mandated policies and the 2013 Nutrition Services Standards. Specific training projects include but are not limited to the following categories: 1) Certified Professional Authority (CPA) also known as WIC Nutrition Assistant (WNA) competency-based training, 2) Food Package revisions, 3) federally mandated local agency trainings such as Participant Centered Education (PCE) including effective counseling approaches and critical thinking, Civil Rights, Substance Abuse, National Voter Registration Act, and Multicultural Awareness, 4) participant-centered services including communication and rapport building, and 5) training curricula developed in response to State agency's corrective action plans to findings from USDA's State Technical Assistance Reports. Communicate on regular basis throughout FFY 2015 by phone or electronically to conduct work on projects, pilot and field-test trainings, follow-up on progress toward meeting committee goals, and report on performance outcomes.

G. Education Material Translation Services

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Scope of Work

The Contractor shall review and provide translation services for nutrition education materials. Translation languages may include the following: Arabic, Armenian, Chinese, Hmong, Russian, Spanish, and Vietnamese.

H. Farmers' Market Nutrition Program (FMNP)

The Contractor shall administer the Farmers' Market Nutrition Program between May 1, 2015, and September 30, 2015, following the FMNP requirements as outlined in the WIC Program Manual, Section 800. The Contractor shall provide nutrition education and issue check booklets to participants; maintain check inventory and security; provide program training to farmers, market managers, and WIC staff; provide required reports and invoice the State WIC Office for FMNP administrative funds by the required due dates.

I. Integrated Statewide Information System (ISIS) Trainers

The Contractor's ISIS Trainer shall, under the direction of the State WIC ISIS Coordinator, conduct the following: 1) Provide ISIS Basic Part I, ISIS Basic Part II and ISIS Local Administration training, 2) Assist in developing and/or modifying training materials, 3) Provide technical assistance to local agencies, 4) Participate in semi-annual face-to-face trainings provided by the State, and 5) Participate in ongoing communications by webinar and general correspondence.

J. IT Equipment Replacement

The Contractor shall meet Information Technology and Technical Support Services as detailed in CMB Chapter 2, Provision F. Funding is for the replacement/upgrade of computer equipment and software at the Contractor's WIC local agency sites. The equipment is to support the WIC ISIS eligibility, service delivery, and appointment system, web training, and administrative business needs at the administration offices and clinic sites. The printing of food instruments, ISIS reports, and communicating with the State WIC office are currently conducted on equipment including thin client terminals, thin panel monitors, PCs, laptops, various types of office software, report printers, using print servers, communication devices such as HUB/switches/routers/servers with communication software or software for WIC business reporting needs and operations. Video conferencing equipment is allowable for cost effective face-to-face communication with the State WIC Program office and travel cost savings.

K. KATE: Phone System

The Contractor shall maintain the Vendor Voice Response System known as "KATE", which provides technical support services to vendors submitting the WIC Food Instrument (FI) serial numbers by telephone. Vendors may call in and receive a status on FI submission indicating whether submission was valid and if any error codes were identified. The system is maintained in several languages and is updated each time the food package changes.

L. Local Agency Inventory System Maintenance

The Contractor shall provide maintenance services on hardware and software related to the Local Agency Inventory System. This includes but is not limited to: tape backup and tape storage, installation of patches and updates on related hardware, servers and software, and provide virus protection.

Exhibit A
Scope of Work

M. Local Vendor Liaison (LVL)

The Contractor shall conduct Vendor Technical Assistance and Support and Local Vendor Liaison (LVL) activities as outlined in the CMB Chapter 2, Provision E. The Contractor shall meet the Technical Assistance (TA) performance standard which is 90% for each quarter and includes LVLs conducting at minimum one (1) TA visit per assigned vendor within each quarter and recording all visits in the state tracking system on a monthly basis. The State WIC Program will assist WIC local agencies unable to perform LVL duties or meet the performance standard by coordinating redistribution of vendors to neighboring agencies. Local agencies will receive funding based on the rate of \$60 per vendor (all store types) X 16 hours/year. Agencies with 20 stores or less will receive a base funding to assist with limited resources. The total project amount is contingent upon changes to the number of vendors that are authorized and assigned to local agencies for LVL technical assistance. Allowable expenses covered in the funding rate include: personnel, IT support, materials, training, travel, communications, facilities and equipment.

N. Peer Counselor Database

The Contractor shall perform the set-up of new agency (State and local) log-on accounts, continual maintenance and updating of the web based Breastfeeding Peer Counselor database for the California WIC Agency PC Programs. Funds will also include initial and continuing training and technical assistance.

O. Regional Breastfeeding Liaison (RBL)

The Contractor's Regional Breastfeeding Liaison (RBL) shall conduct breastfeeding outreach in the community. The Contractor must submit an annual RBL Workplan. The RBL shall market the State WIC Program as the premier public health and breastfeeding program. The RBL shall foster vital partnerships and increase referrals between local hospitals, health care providers, public health care programs, breastfeeding coalitions, employers, community stakeholders, and the State WIC Program to ensure seamless breastfeeding support is available to WIC participants with the goal to increase both the exclusivity and duration of breastfeeding.

P. Regional Training Centers

The Contractor shall provide and maintain a training room facility; site logistics including tables and chairs; and appropriate equipment such as computers, ISIS, copiers, screens, and other training equipment and internet access necessary to conduct WIC IT training, breastfeeding trainings, breastfeeding peer counseling trainings, and various local agency training and vendor training. Establish and maintain a booking priority system to ensure up to 130 days within FFY 2015, for State agency use.

Q. Task Force Travel

The Contractor's Task Force Committee member must attend scheduled Task Force meetings in Sacramento; regional meetings in their service area; the spring and fall annual California WIC conferences; the NWA national conference and the NWA

Exhibit A
Scope of Work

leadership conference. Members represent their constituents at the Task Force Committee meetings to discuss various policies, make recommendations to the State WIC Program and communicate outcomes to their constituents. Funding provided will cover travel expenses for FFY 2015.

R. WIC Emergency Notification System

The Contractor shall provide services, as mutually agreed upon, to meet the objectives of maintaining the WIC Emergency Notification Services (ENS), through 21st Century Communications; including Facilities and Administrative Costs of ten percent (10%). Services include provision of a fully hosted emergency notification system, unlimited use for a fixed annual fee, messaging via voice, text, email and TTY/TTD, 24/7/365 availability of technical and help desk support, dedicated account management and training with initial project implementation and additional training via web cast at no cost.

S. WIC Information Exchange (WIX) Trainer

The Contractor's WIC Information Exchange (WIX) Trainer shall conduct local and State agency training on WIX training and provide technical assistance on queries as needed. Maintain the WIX training manual to include up-to-date revisions. Provide consultation on redesign or creation of new canned reports on program quality measures to assist State agency reporting and monitoring needs. These reports represent extraction queries from the Integrated Statewide Information System.

13. Vendor Support Services

The Contractor shall ensure sufficient staffing and resources are dedicated to developing and implementing on-going vendor coordination activities. The responsibilities are described in the CMB, Chapter 2, Section I, Provision E.

14. Information Technology and Technical Support Services

Contractor shall secure local information technology support services and infrastructure to maintain an appropriate network. The requirements are provided in the CMB Chapter 2, Section I, Provision F.

15. Emergency Situation

If Contractor experiences an emergency situation or incident, Contractor shall notify the State WIC Program within twenty-four (24) hours. Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to schedule enrollment appointments and to ensure WIC services are delivered to eligible participants.

16. Independent Research

Exhibit A
Scope of Work

- A. "Independent research" is defined as research, articles, reports, and materials that are not necessary for the performance of the Agreement. It is produced by the Contractor, subcontractor and/or outside entity using data from WIC. The data is defined as data that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the statewide database Integrated Statewide Information System (ISIS) regardless of the funding source. The Contractor shall submit a request for and receive State WIC Program approval prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research using data from the State WIC Program.
- B. Contractor shall follow all guidelines set forth in Contract Management Binder (CMB) Chapter 2, Section I, Provision H, Independent Research.

17. Reporting Requirements

Contractor shall submit periodic updates to the State WIC Program regarding program operations and shall comply with the program update reporting requirements identified in the CMB Chapter 2, Section I, Provision J, Reporting Requirements. The Contractor will submit any and all requested data or information to the State WIC Program upon request, including, but not limited to, documents listed in CMB Chapter 2, Section II.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State WIC Program agrees to compensate the Contractor for actual allowable expenditures incurred in accordance with the budget attached.
- B. Invoices shall include the Agreement Number and shall be submitted as one (1) original invoice in arrears not more frequently than monthly, unless an alternative period has been approved in writing, in advance, by the State WIC Program. Each monthly invoice shall be submitted for payment no more than forty-five (45) calendar days following the close of each month. Invoices are to be submitted to:

California Department of Public Health
State WIC Program
Attention: Local Agency Fiscal Section
3901 Lennane Drive
Sacramento, CA 95834

The State WIC Program, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State WIC Program and shall not require an amendment to this Agreement.

- C. The information and instruction on invoices to be submitted to the State WIC Program are provided in the Contract Management Binder (CMB) Chapter 12, Section II, Invoice Requirements.
- D. The State WIC Program's Catalog of Federal Domestic Assistance (CFDA) Number and Program Title are:
 - 1) CDFA Number: 10.557
 - 2) CDFA Program Title: Special Supplemental Nutrition Program For Women, Infants, and Children

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year, and/or any subsequent years, covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.
- C. If sufficient federal funds are not allocated to carry out the WIC Program, the State may, upon thirty (30) days advance notice, void this Agreement or reduce the

Exhibit B
Budget Detail and Payment Provisions

maximum payable amount. The Contractor's budget and Scope of Work may be renegotiated with the State based on available federal funds.

- D. If the State cancels this Agreement and/or reduces the funding amount, the Contractor shall not submit an invoice for, and the State shall not reimburse allowable costs in excess of, the adjusted amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:

1) \$327,164 for the budget period of 10/01/14 through 09/30/15.

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records of actual expenditures for the fiscal year covered by the term of this Agreement. These documents must be retained for three (3) years following the final payment under this Agreement. The State may periodically request documentation for expenditures to verify that the cost is allowable and necessary.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no later than December 15th following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the State WIC Program. Said invoice should be clearly marked "Final Invoice," indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding. The State WIC Program may, at its discretion, choose not to honor any delinquent final invoice submitted after the deadline set forth in paragraph A of this Provision if the Contractor fails to obtain prior written State WIC Program approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit, with the final invoice of the contract, a "Contractor's Release (Exhibit F)."

6. Expense Allowability / Fiscal Documentation

- A. Invoices received from the Contractor for payment by the State WIC Program shall not be deemed evidence of allowable Agreement costs.

Exhibit B
Budget Detail and Payment Provisions

- B. The Contractor shall retain for review and audit by the State WIC Program adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to Generally Accepted Accounting Principles (GAAP), all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Travel is a reimbursable expense; receipts must be maintained to support the claimed expenditures.

7. Recovery of Overpayments

- A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) The Contractor's remittance to the State of the full amount of the audit exception within thirty (30) days following the State's request for repayment;
 - 2) A repayment schedule that is agreeable to both the State and the Contractor; or
 - 3) The State may offset the amount of the audit finding by reducing any outstanding invoice from the Contractor by that amount.
- B. The State reserves the right to select which option (as indicated above in paragraph A) will be employed and the Contractor will be notified by the State, in writing, of the claim procedure to be utilized. Guidelines for recovery of overpayment are detailed in the CMB Chapter 12, Section IX.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or an examination finding is mailed to the Contractor, beginning thirty (30) days after the Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed an appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative decision, the Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus the accrued interest. Interest accrues from the Contractor's first receipt of the State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B
Budget Detail and Payment Provisions

8. Report of Actual Expenditures

- A. A Report of Actual Expenditures, described in the CMB Chapter 13, shall be submitted by November 15th [within forty-five (45) calendar days following September 30th of each budget period]. The Report of Actual Expenditures shall be based on actual expenditures, unliquidated obligations, and the time study (as described in Provision 13 of this Exhibit) initiated and completed by the Contractor for that budget period.
- B. A list of all unliquidated obligations shall be submitted to the State WIC Program with the Report of Actual Expenditures within forty-five (45) calendar days following September 30th of each budget period. As the unliquidated obligation is liquidated, an invoice may be submitted to the State WIC Program for payment. All unliquidated obligations shall be liquidated by the submission of the "Final Invoice" as stated in Provision 12 of this Exhibit.

9. Funding

The Contractor may not spend funds prior to, or without written authorization from the State WIC Program, through a WIC local agency award letter. An award letter is sent prior to the beginning of the Agreement and will contain the Maximum Payable Amount, which is the funding amount allocated to the Contractor. The Maximum Payable Amount includes base funding for caseload and funding for Other WIC Services. Funding amounts for Other WIC Services are provided in the Maximum Payable Amount as detailed in the funding award letter. The amounts for Other WIC Services may be subject to adjustment based on actual funding received. The Contractor will be notified via an updated award letter.

10. Payment Denial and Withhold

- A. This provision supplements Exhibit D(F), Special Terms and Conditions, Provision 22, entitled "Payment Withholds".
- B. The State WIC Program reserves the right to deny or withhold payment of any outstanding invoice for any one or combination of exceptions. The detailed listing of the exceptions is found in the CMB Chapter 12, Section X.

11. Charges/Reductions for Noncompliance

- A. The State may recover up to eighteen percent (18%) of the annual Nutrition Service and Administration (NSA) funds for a budget period of this Agreement for the following reasons:
 - 1) Failure to spend, document, or report the required minimum of one sixth (1/6) of NSA funds on Nutrition Education Services for each budget period of this Agreement in accordance with the CMB Chapter 2, Section I, Provision C; and/or

Exhibit B
Budget Detail and Payment Provisions

- 2) Failure to spend, document, or report the required minimum amount of NSA funds per pregnant and/or breastfeeding participant for each budget period of this Agreement in accordance with the CMB Chapter 2, Section I, Provision D.

12. Final Invoice of a Budget Period

The final invoice of a budget period shall be submitted by December 15th following the end of the budget period. If a final invoice is not received by this date, the last original invoice received from the Contractor shall be considered the final invoice even if not stamped with the words "Final Invoice." The State WIC Program reserves the right to deny payment of the final invoice if it is received after the due date.

13. Time Study

The Contractor shall, in each budget period of this Agreement, complete a time study. Each time study shall cover a minimum of one (1) week a month or one (1) month per quarter. All staff providing WIC services, directly and indirectly are to be included in the time study. The time study must accurately document time spent on the Farmers' Market Nutrition Program, the Breastfeeding Peer Counseling, and the four (4) Federal WIC cost categories: 1) general administration, 2) client services, 3) nutrition education, and 4) breastfeeding, as detailed in the CMB Chapter 13, Section III.

14. Indirect Cost Rate Percentage

The Contractor shall provide to the State WIC Program, as part of the Request for Funding Application, a copy of their cost allocation plan including the current approved indirect cost rate percentage authorized for their agency. The CMB Chapter 2, Section 1, Provision I provides the guidelines and requirements.

Exhibit B Attachment I
Budget
Year 1
10/01/14 through 09/30/15

<u>Budget</u>	Total
1. Personnel*	<u>\$ 235,297</u>
Salaries & Wages	<u>\$ 169,279</u>
Fringe Benefits	<u>\$ 66,018</u>
38.9995%	
2. Operating Expenses	<u>\$ 56,573</u>
3. Capital Expenditures	<u>\$ -</u>
4. Other Costs (Subcontracts Only)	<u>\$ -</u>
Indirect Costs **	
5. (Maximum is 14.9998% of Total Personnel Costs)	<u>\$ 35,294</u>
Total	<u><u>\$ 327,164</u></u>

*Total of "Salaries & Wages" and "Fringe Benefits" must equal the total of the "Personnel" line item. Amount may include overtime, as identified in the budget detail.

**PERSONNEL JUSTIFICATION WORKSHEET
OCTOBER 1, 2014 - SEPTEMBER 30, 2015, YEAR 1**

Contractor: County of Inyo Department of Health and Human Services

TOTALS	Total Full Time Equivalent Positions	3.10
	(a) Total Salaries and Wages	\$ 169,279
	(b) Total Fringe Benefits <u>38.9995%</u>	\$ 66,018
	Total Personnel (a + b)	\$ 235,297

A Row Number (Enter on corresponding Duty Statement)	B Job Classification or Job Title <u>Only one classification/title can be entered per line.</u>	C Annual Salary Range for one FTE in the classification (* salaries may include bilingual and/or pay increases)	Maximum Payable Amount	
			D Full Time Equivalents (FTE) budgeted for the classification (i.e. 3.5)	E Total Budgeted Amount for all FTEs in each classification
1	Registered Dietician/Program Manager	\$56,772 - \$70,380 *	0.90	\$ 63,342.00
2	WIC Agency Director	\$76,524 - \$96,636	0.05	\$ 4,510.00
3	WIC Office Technician 2	\$39,876 - \$50,382 *	1.00	\$ 50,382.00
4	HHS Specialist II	\$34,704 - \$43,048 *	1.00	\$ 43,048.00
5	Fiscal Supervisor	\$48,096 - \$63,051 *	0.05	\$ 3,153.00
6	Office Technician 2	\$39,876 - \$50,382 *	0.10	\$ 4,844.00
7				

**OPERATING EXPENSES
BUDGET DETAIL WORKSHEET
OCTOBER 1, 2014 - SEPTEMBER 30, 2015, YEAR 1**

Contractor:

County of Inyo Department of Health and Human Services

A	B Category	C Maximum Payable Amount	D Description of Change <small>(See instructions in CMB Chapter 3, Section III if completing column D)</small>
REQUIRED CATEGORIES			
1	EQUIPMENT/FURNITURE	\$ -	
2	POSTAGE	\$ 1,200	
3	PHOTOCOPYING/DUPLICATING	\$ 1,500	
4	SPACE	\$ 18,785	See page 4 and 5 of this exhibit for cost breakdown
5	SUPPLIES	\$ 13,838	
6	TRAINING	\$ 1,000	
7	TRAVEL	\$ 4,500	
8	UTILITIES	\$ 5,000	
ADDITIONAL CATEGORIES			
9	Memberships, Subscriptions, and Professional Certifications	\$ 500	
10	Outreach/Promotion	\$ 4,500	
11	Breastfeeding Promotion	\$ 750	
12	Nutrition Education	\$ 5,000	
13	Audit	\$ -	
CATEGORIES TOTAL		\$ 56,573	

SPACE COSTS EXPENSES OCTOBER 1, 2014 - SEPTEMBER 30, 2015, YEAR 1	
Contractor:	County of Inyo Department of Health and Human Services
A Space Costs Category (Maintenance, Insurance, etc.)	B Maximum Payable Amount
Janitorial/Maintenance (all locations)	\$ 6,520
Insurance	\$ 1,225
Total Costs	\$ 7,745

**Exhibit B, Attachment II
Budget Detail Justifications
Women, Infants and Children (WIC) Nutrition Program
FFY 2015**

**Contractor Name: County of Inyo Department of Health and Human Services
Contract Number: 14-10237 Contracted Service Level: 475 per month
Total Budget, Year 1: \$327,164**

The State WIC Program, WIC local agency Agreement, Scope of Work (SOW) requires the WIC local agencies to provide certification, nutrition education, breastfeeding support, benefit issuance, and referral services to the contracted number of participants at accessible locations throughout the geographic service area. The budget items listed below are allowable and support the delivery of WIC services.

Note: The items listed below shall only apply to those line items if identified within the Exhibit B, Attachment I of this Agreement.

OPERATING EXPENSES

1. Budget Category: Equipment/Furniture

Budgeted furniture and equipment costing less than \$5,000 per unit. Examples include: modular furniture; desks and chairs for counselors; classroom tables and chairs and other classroom items such as white boards; waiting room chairs; furniture for required lactation rooms; and other items needed to meet the SOW. The equipment requested may be purchased to replace outdated equipment.

2. Budget Category: Postage

WIC local agencies may mail appointment reminders to participants. Federal regulations and the WIC Program Manual 380-10 allow for food instruments to be mailed to participants under defined and limited conditions. The budgeted postage will cover the costs of mailing these items.

3. Budget Category: Photocopying/Duplicating

Budgeted reproduction of materials ensures required education, certification, outreach and related materials are available in multiple languages as needed to provide to participants to carry out the SOW.

4. Budget Category: Space

WIC local agencies utilize space to carry out the SOW. Space Costs, detailed on the Space Costs for Operating Expenses worksheet, includes the type of space (clinic site, administration site, Training Center, etc.), total square feet, and cost of space per month (monthly rent/lease costs). The Space Operating Expenses worksheet includes space cost expenses such as maintenance and insurance.

5. Budget Category: Supplies

The SOW requires the WIC local agencies to maintain supplies and materials for nutrition education and breastfeeding support, as well as administrative forms for certification of participants, time accounting and other required activities. Supply items have a unit cost of less than \$500. Examples include calculators, toner, paper, pens/pencils, staplers, flip charts, and teaching aids.

6. Budget Category: Training

WIC local agencies are required to ensure that annual training requirements are met as detailed in WPM Section 190-00. Annual staff training includes Civil Rights, Alcohol and Drug Abuse, and National Voter Registration Act. Breastfeeding Education must occur monthly. The WIC Director or designee and Breastfeeding Coordinator must attend conferences and nutrition training events. Additional ongoing training also takes place to ensure all direct service staff remain updated on WIC requirements, use of the automated system for participant certification, health and nutrition assessment methods, nutrition needs of the target population, education methods, and community referral resources.

7. Budget Category: Travel

The SOW requires the WIC local agencies to send direct service, training, and/or management staff to one (1) or more WIC conferences per year, as well as attend other mandatory training sessions, workshops and conferences to maintain nutrition, breastfeeding and education knowledge. Examples of travel costs include meal expenses, transportation costs, and registration fees. Travel expenses may also include staff travel to and from locations for business-related reasons, such as to provide WIC services at satellite clinic sites throughout the agency's geographic service area.

8. Budget Category: Utilities

The SOW requires WIC local agencies to utilize utilities to carry out the SOW. Examples include costs for sites utilized by WIC staff and participants such as electric, gas, telephone services, autodialer services for participant calls, voice-over IP systems.

9. Budget Category: Membership, Subscriptions and Professional Certifications

The SOW requires the WIC local agencies to maintain staffing that includes Registered Dietitians, International Board Certified Lactation Consultants, and Certified Health Educators. These professionals are required to maintain their professional certification, which is an allowable cost to the WIC program. Costs of relevant subscriptions or memberships to business, professional, and technical periodicals or organizations are also included.

10. Budget Category: Outreach/Promotion

To meet the Performance Standard listed in the SOW and the Referrals, Health Linkages and Integration, and Outreach requirements listed in WPM 700 series, the WIC local agencies perform outreach to potentially WIC eligible individuals in their service area to make them aware of the WIC program as part of the goal to serve 100%

of their caseload. Examples include costs for television or radio public service announcements; newspaper ads and articles; community newsletters; magazine ads; and other printed materials such as door hangers, flyers, and leaflets.

11. Budget Category: Breastfeeding Promotion

The SOW requires the WIC local agencies to perform work to increase and advance the initiation and continuation of breastfeeding among WIC participants. The WIC local agencies must spend a minimum of \$36.93 (subject to annual adjustment) per pregnant and/or breastfeeding participant on these activities. Examples include breast pumps, nursing bras, nursing pads, demonstration dolls, and training costs.

12. Budget Category: Nutrition Education

The SOW requires the WIC local agencies to provide individual or group education sessions to WIC participants to improve their health status, achieve positive changes in dietary habits, and emphasize the relationships between nutrition and health. The State WIC Program must spend approximately 18% of the contract expenditures on these activities. Examples include the cost of procuring, producing, and/or translating general education materials including posters, pamphlets, audio visuals, and health education materials. Translation languages may include the following: Arabic, Armenian, Chinese, Hmong, Russian, Spanish, and Vietnamese.

13. Budget Category: Audit

The SOW requires the WIC local agency to be audited by an independent auditor annually to determine that financial operations are being properly conducted and complying with all applicable laws, regulations and administrative requirements.

CAPITAL EXPENDITURES

A Capital Expenditure is defined as the acquisition cost of a tangible item of equipment having a base unit cost of \$5,000 or more and a useful life expectancy of one (1) or more years, including installation costs. WIC local agency purchases of Capital Expenditures must meet the approval requirements detailed in the WIC Contract Management Binder, Chapter 7. These include various types of equipment used at the WIC local agencies to carry out the requirements listed in the SOW.

1. Budget Category: Telephone System

Examples of Telephone System capital expenditures include auto dialer equipment, telephone system equipment, etc. WIC local agency telephone systems require the replacement and upgrade of various related equipment throughout the term of the Agreement to support and maintain the telephone system. The purchase of an autodialer or telephone system equipment would be for participant contact (appointment confirmation/messages).

2. Budget Category: Information Technology Equipment

Examples of Information Technology Equipment capital expenditures include firewalls/routers, network switches, blade servers, power systems, E-storage, videoconferencing equipment, etc. WIC local agency networks require the replacement and upgrade of various network equipment throughout the term of the Agreement to support and maintain the computer system. Video conferencing equipment allows for participant and staff training; and attendance at Regional and Task Force meetings saving the cost of travel.

3. Budget Category: Vehicles

Examples of Vehicles capital expenditures include box trucks, SUVs, vans, etc. WIC local agency employees need reliable transportation to and from service locations, some of which are over 75 miles round trip from the administrative office. In some geographical areas, the vehicles must meet special requirements (i.e., four-wheel drive, etc.). Vehicles may be replaced at different sites throughout the service area as part of the usual replacement cycle. All vehicle purchases must receive prior approval from the State WIC Program and follow the requirements listed in the CMB Chapter 7, Section IV, and Chapter 10, Sections V-VII.

4. Budget Category: Photocopy and Duplication Equipment

Examples of Photocopy and Duplication Equipment capital expenditures include office copiers, work center copiers, fax/copier/printer combination equipment, etc. Photocopy and Duplication Equipment is used at the WIC local agencies to provide necessary copies of various documents (nutrition education information, participant documentation, and day to day required copies) to carry out the SOW.

5. Other

Other should rarely be used. It includes any other capital expenditure not categorized above. Examples may include other large office equipment or capital repairs.

SUBCONTRACTS

A Subcontract is a written agreement between a WIC local agency and another individual or business to provide WIC services detailed in the SOW, such as administrative, certification, nutrition, breastfeeding education, outreach, staff training, etc. Subcontracts may be used to help WIC local agencies provide all contractually required services outlined in the SOW. WIC local agency subcontracts must meet the approval requirements detailed in the WIC Contract Management Binder, Chapter 8.

Examples of Subcontracts include messaging services, translation services, training, etc.



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 17

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

FROM: Probation Department – Juvenile Institutions

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Amendment One (1) to the Contract between Inyo County and Dr. Keith Andersen

DEPARTMENTAL RECOMMENDATION: Request Board to approve Amendment One (1) of the Fiscal Year 2014-15 contract between Inyo County and Dr. Keith Andersen for professional services.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On June 24, 2014, your Board approved a contract between the County of Inyo and Dr. Keith Andersen to provide professional services to the Probation Department *Juvenile Division*. The amount of the contract is for a not to exceed amount of \$48,000 for the term beginning July 1, 2014 terminating on June 30, 2014¹⁵ Specifically, Dr. Andersen works with the Juveniles detained at the Juvenile Center.

We are requesting that the Board approve Amendment One (see attached) to the contract, said Amendment One removes paragraph 12.A in its entirety of the current Contract and replaces it with verbiage that requires the County to maintain all records as the “owner” and for the County to be the “holder” of records for HIPPA purposes.

ALTERNATIVES: The Board could choose not to approve Amendment One (1); however, this is not recommended. The Juvenile Center has a place to store the records in a locked file cabinet which will be accessible to Dr. Andersen.

OTHER AGENCY INVOLVEMENT:

FINANCING: \$48,000 has been budgeted and encumbered in the Fiscal Year 2014-15 Juvenile Institutions Budget 023100, Professional Services Expenditure Object Code 5265.

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: <input checked="" type="checkbox"/> Date 08/11/14
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <input checked="" type="checkbox"/> Date 8/12/14
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: <input checked="" type="checkbox"/> Date 8/20/14

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) Date 8/14/14

Attachment: Portions of original contract

**AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
DR. KEITH ANDERSEN
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Dr. Keith Andersen of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 24, 2014, on County of Inyo Standard Contract No. 111, for the term from July 1, 2014 to June 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 12.A in the Agreement dated June 24, 2014 is deleted in its entirety.
2. A new Paragraph 12.A shall be inserted in the Agreement dated June 24, 2014 which shall read as follows:

The County shall maintain all records required by the various provisions of this Agreement, federal, state, and municipal law and ordinances, regulations, and directions. The County shall be the "owner" of the records and the "holder" of the records for HIPPA purposes. The County shall maintain the records for such time and for such manner as required by law. The County shall allow Contractor reasonable access to the records to perform his services under this Agreement.

The effective date of this Amendment to the Agreement is August 26, 2014.

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

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
DR. KEITH ANDERSEN
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

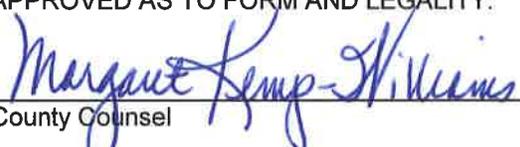
By:  _____

Signature

Keith J. Andersen
Type or Print

Dated: 08/01/14

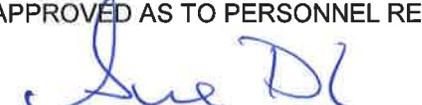
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. KEITH ANDERSEN
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCOPE OF WORK:

MEDICATION MANAGEMENT - Contractor will evaluate juveniles upon admission and when appropriate provide written referral for psychotropic medication evaluation to Inyo County Health and Human Services Department Psychiatrist, Inyo County Juvenile Probation Officer and Juvenile Center files. Contractor will evaluate all juveniles receiving psychotropic medications to determine efficacy and possible medication side effects and provide written progress updates to the Inyo County Health and Human Services Psychiatrist, Inyo County Juvenile Probation Officer and Juvenile Center files.

INTAKE ASSESSMENT/MANAGEMENT - Contractor to complete an Intake Assessment identifying the mental health needs/concerns of newly admitted juveniles and provide written information to the Judge assigned to juvenile matters with Inyo County Superior Court, Inyo County Juvenile Probation Department and Juvenile Center files. Intake Assessment information shall include information to assist the court with Detention Hearings, assist Juvenile Center staff in programming the juvenile, provide relevant information to the juvenile's probation officer and provide preliminary discharge recommendations.

BEHAVIOR MANAGEMENT CONSULTATION - Contractor will provide consultation to Juvenile Center staff on an as needed basis regarding behavioral recommendations for juveniles with a psychiatric diagnosis or behavior management issues.

JUVENILE SUPPORT GROUP - Contractor to conduct a Juvenile Support Group monthly. The goal of the program will be to provide discharged juveniles who are currently mandated to probation services with support, guidance and encouragement to satisfactorily complete their probation requirements and maintain behavioral gains and success achieved at the Juvenile Center.

PARENT SUPPORT GROUP - Contractor to conduct a Parent Support Group monthly. The goal of the program will be to provide parents with behavioral management techniques to assist in maintaining the juvenile's behavioral gains and success achieved at the Juvenile Center. Specific behavioral interventions will include teaching effective compliance procedures, positive reinforcement of the juvenile's appropriate behaviors and crisis intervention procedures.

IN-SERVICE TRAINING - Contractor will provide Juvenile Center staff with basic behavior management techniques to assist with behavioral programming of juveniles as requested by the Inyo County Director of Juvenile Institutions.

Weekly billable hours shall not exceed ten (10) hours per week without the explicit permission of the Deputy Director of Juvenile Institutions. All invoices shall show, in one-quarter (1/4) of an hour increments, the actual time spent in performing the described work. Travel time to and from the Juvenile Center will not be billed or reimbursable. Contractor shall maintain California Psychologist license, state required continuing medical education credits and liability insurance at own expense.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: HEALTH & HUMAN SERVICES/ Public Health Division

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Contract between the County of Inyo and the California Department of Public Health for Emergency Preparedness

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify the Allocation Agreement between the County of Inyo and California Department of Public Health (CDPH) for the provision of Local Public Health Emergency Preparedness, in an amount not to exceed \$857,379.00, for the period of July 1, 2014, through June 30, 2017, contingent upon Board's approval of the FY 2014/2015, 2015/16, and 2016/17 budgets; and authorize Jean Turner, Director of Health and Human Services to sign Allocation Agreement No. 14-10507, the Certification Regarding Lobbying, and the Non-Supplantation Certification form.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract was received from the CDPH on July 22, 2014 and the routing process was initiated upon receipt. This grant consists of three separate plans and budgets. One is the Centers for Disease Control and Prevention Public Health Emergency Preparedness Program (PHEP) Base Allocation each year \$110,321.00; the second is the State General Fund Pandemic Influenza Planning Base Allocation each year \$60,626.00; and the third is the Hospital Preparedness Program (HPP) Base Allocation each year \$114,846.00.

This is the thirteenth 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 eighth year for pandemic influenza planning.

The Public Health Emergency Preparedness funding supports ongoing work with local hospitals, volunteer Fire/EMS departments, and other organizations in public health and medical emergency preparedness and response, including trainings and coalition building, facilitating countywide participation in the Annual Statewide Medical and Health Disaster Exercise, continuing to update and distribute the Access & Functional Needs database, and continuing to grow and utilize the Disaster Healthcare Volunteer Program.

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 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.

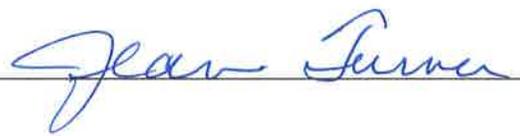
OTHER AGENCY INVOLVEMENT:

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 a total of \$857,379: \$285,793 in FY 14/15, \$285,793 in 15/16, \$285,793 in 16/17. PHEP and HPP funds are brought into individual trust accounts as required by CDPH (105102 & 105103) and later transferred into the Health budget to reimburse for reported expenditures. Pan Flu funds will be brought into the Health budget (045100) as revenue 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 <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>8/8/2014</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>8/8/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 8-12-14
(Not to be signed until all approvals are received)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

REGISTRATION NUMBER	AGREEMENT NUMBER 14-10507
---------------------	------------------------------

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

STATE AGENCY'S NAME (Also referred to as CDPH or the State)
 California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)
 Inyo County

2. The term of this Agreement is: July 1, 2014 through June 30, 2017

3. The maximum amount of this Agreement is: \$ 857,379.00
 Eight Hundred Fifty Seven Thousand Three Hundred Seventy Nine Dollars and No Cents

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

Exhibit A – Scope of Work	3 pages
Attachment 1 – Inyo County Scope of Work	27 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit B - Attachment 1 - Payment Criteria	4 pages
Exhibit B - Attachment 2 – Inyo County Budget Cost Sheet – Year 1	1 pages
Exhibit B - Attachment 3 – Inyo County Budget Cost Sheet – Year 2	1 pages
Exhibit B - Attachment 4 – Inyo County Budget Cost Sheet – Year 3	1 pages
Exhibit C * – General Terms and Conditions	<u>GTC-610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Glossary of EPO Related Acronyms and Terms	11 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Inyo County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Turner		
ADDRESS 207 A West South Street, Bishop, CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Angela Salas, Chief, Contracts and Purchasing		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per: HSC 101319

ATTACHMENT 19

2014-15 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

NON-SUPPLANTATION CERTIFICATION FORM

Name of Local Entity:

As the duly authorized representative of the above-named County, I hereby certify as follows:

1. The funds allocated by the California Department of Public Health (CDPH) under the Contract will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Contract.
2. Upon receipt, the funds will be deposited into an interest-bearing local public health preparedness trust fund established solely for this purpose before the funds are transferred or expended for any of the purposes allowed in the 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 2014-2015 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

Exhibit A
Scope of Work

1. Background

This Agreement is made under authority of California Health and Safety Code, Sections 101315 to 101319. The State of California, Department of Public Health ("CDPH") receives federal funds from the National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, CDC-RFA-TP12-120102CONT13, CFDA Number 93.074. The Legislature has appropriated the Federal funds to CDPH in the annual Budget Act for allocation by CDPH to the local health jurisdiction and/or local entity.

2. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Inyo County Emergency Preparedness (EP) program will, based upon their local program priorities, develop and implement specific activities in accordance with the requirements of the Centers for Disease Control and Prevention (CDC) and the Local Grant Application Guidance (Guidance) for Financial Year (FY) 20014-15 by completing the Hospital Preparedness Program (HPP), Public Health Emergency Preparedness (PHEP) and Pandemic Influenza (Pan Flu) Work Plan templates provided within the Guidance.

Hospital Preparedness Program (HPP) capabilities

1. Health Care System Preparedness
2. Health Care System Recovery
3. Emergency Operations Coordination
5. Fatality Management
6. Information Sharing
10. Medical Surge
14. Responder Safety and Health
15. Volunteer Management
16. Program Management

Public Health Emergency Preparedness (PHEP) capabilities

1. Community Preparedness
2. Community Recovery
3. Emergency Operations Coordination
4. Emergency Public Information and Warning
5. Fatality Management
6. Information Sharing
7. Mass Care
8. Medical Countermeasure Dispensing
9. Medical Materiel Management and Distribution
10. Medical Surge
11. Non-Pharmaceutical Interventions
12. Public Health Laboratory Testing
13. Public Health Surveillance and Epidemiological Investigation
14. Responder Safety and Health
15. Volunteer management
16. Program Management

Exhibit A
Scope of Work

General Fund Pandemic Influenza (Pan Flu) capabilities

- 1. Planning and Preparedness
- 17. Program Management

For all funding streams, see Attachment A 1: Scope of Work/Work Plan

3. Service Location

The services shall be performed at applicable facilities in **Inyo County**.

4. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national and State holidays.

5. Project Representatives

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

California Department of Public Health	Inyo County
EPO Contract Manager Mark Pfeifer Telephone: (916) 319-8190 Fax: (916) 650-6420 Email: Mark.Pfeifer@cdph.ca.gov	Name: Jen Mann Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: jmann@inyocounty.us

B. Direct all inquiries to:

California Department of Public Health	Inyo County
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	Health & Human Services 207A 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.

Exhibit A
Scope of Work

6. Required Deliverables for Program Review and Evaluation

A. The Contractor will submit as deliverables to the Emergency Preparedness Office the following documents:

- 1) Contractor must submit semi-annual written progress reports and expenditure reports 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 - December 31

Due Date: January 31

Year-End: July 1 - June 30

Due Date: August 30

- 2) 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.

7. Subcontracts Requirements

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

8. Work Plan Requirements

See the following pages for a detailed description of the services to be performed.

9. Services to be Performed

The services to be performed by the Contractor and activities specified in the Application, Work Plans and Budgets submitted to CDPH which are incorporated by reference herein.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 1: Healthcare System Preparedness

Objective: Strengthen the ability of a community’s healthcare system to prepare, respond, and recover from incidents that have a public health and medical impact in the short and long term. The healthcare system role in community preparedness involves coordination with emergency management, public health, mental/behavioral health providers, community and faith-based partners, state, local, and territorial governments to do the following: 1) Provide and sustain a tiered, scalable, and flexible approach to attain needed disaster response and recovery capabilities while not jeopardizing services to individuals in the community; 2) Provide timely monitoring and management of resources; 3) Coordinate the allocation of emergency medical care resources; and 4) Provide timely and relevant information on the status of the incident and healthcare system to key stakeholders. Healthcare system preparedness is achieved through a continuous cycle of planning, organizing and equipping, training, exercises, evaluations and corrective actions.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Develop, refine, or sustain Healthcare Coalitions <input checked="" type="checkbox"/> Function 2: Coordinate healthcare planning to prepare the healthcare system for a disaster <input checked="" type="checkbox"/> Function 3: Identify and prioritize essential healthcare assets and services <input checked="" type="checkbox"/> Function 4: Determine gaps in the healthcare preparedness and identify resources for mitigation of these gaps <input type="checkbox"/> Function 5: Coordinate training to assist healthcare responders to develop the necessary skills in order to respond <input type="checkbox"/> Function 6: Improve healthcare response capabilities through coordinated exercise and evaluation <input checked="" type="checkbox"/> Function 7: Coordinate with planning for at-risk individuals and those with special medical needs	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain Hospital Preparedness Coordinator and HPP Partnership Coordinator. 2. Support Operational Area Healthcare Coalition by providing resources to participating healthcare facilities for planning and other preparedness activities. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. Submit annual performance measure data as required by the federal government. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 2: Healthcare System Recovery

Objective: Collaborate with Emergency Management and other community partners, (public health, business, education and other partners) to develop efficient processes and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible. The focus is an effective and efficient return to normalcy or a new standard of normalcy for the provision of healthcare delivery to the community.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Develop recovery processes for the healthcare delivery system <input checked="" type="checkbox"/> Function 2: Assist healthcare organizations to implement Continuity of Operations (COOP)	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Support healthcare facility and operational area recovery planning. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 3: Emergency Operations Coordination

Objective: Strengthen ability for healthcare organizations to engage with incident management at the Emergency Operations Center or with on-scene incident management during an incident to coordinate information and resource allocation for affected healthcare organizations. This is done through multi-agency coordination representing healthcare organizations or by integrating this coordination into plans and protocols that guide incident management to make the appropriate decisions. Coordination ensures that the healthcare organizations, incident management, and the public have relevant and timely information about the status and needs of the healthcare delivery system in the community. This enables healthcare organizations to coordinate their response with that of the community response and according to the framework of the National Incident Management System (NIMS).

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Healthcare organization multi-agency representation and coordination with emergency operations <input checked="" type="checkbox"/> Function 2: Assess and notify stakeholders of healthcare delivery status <input checked="" type="checkbox"/> Function 3: Support healthcare response efforts through coordination of resources <input checked="" type="checkbox"/> Function 4: Demobilize and evaluate healthcare operations	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain HPP Coordinator, Partnership Coordinator, and Healthcare Coalition and maintain operational area response plans to ensure coordination across healthcare providers, emergency management, emergency medical services, and public health. 2. Maintain emergency operation centers within Healthcare Coalition member facilities and train healthcare staff in emergency response activities including ICS (Hospital Incident Command, Nursing Facility Incident Command, and Clinic Incident Command). For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Attend CDPH annual workshop, healthcare provider related workshops, Homeland Security, other approved emergency preparedness workshops, and CDC and ASPR sponsored workshops. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by CDPH. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 5: Fatality Management

Objective: Coordinate with organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services for family members, responders, and survivors of an incident. Coordination also includes the proper and culturally sensitive storage of human remains during periods of increased deaths at healthcare organizations during an incident.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Coordinate surges of deaths and human remains at healthcare organizations with community fatality management operations <input type="checkbox"/> Function 2: Coordinate surges of concerned citizens with community agencies responsible for family assistance <input type="checkbox"/> Function 3: Mental/behavioral support at the healthcare organization level	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain HPP Coordinator, HPP Partnership Coordinator, and Healthcare Coalition. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 6: Information Sharing

Objective: Conduct multijurisdictional, multidisciplinary exchange of public health and medical related information and situational awareness between the healthcare system and local, state, Federal, tribal, and territorial levels of government and the private sector. This includes the sharing of healthcare information through routine coordination with the Joint Information System for dissemination to the local, state, and Federal levels of government and the community in preparation for and response to events or incidents of public health and medical significance.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: Provide healthcare situational awareness that contributes to the incident common operating picture</p> <p><input checked="" type="checkbox"/> Function 2: Develop, refine, and sustain redundant, interoperable communication systems</p>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> 1. Maintain HPP Coordinator, Partnership Coordinator, and Healthcare Coalition and maintain communications plan and communication equipment for Local HPP Entity and Healthcare Coalition members. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 10: Medical Surge

Objective: Strengthen ability to provide adequate medical evaluation and care during incidents that exceed the limits of the normal medical infrastructure within the community. This encompasses the ability of healthcare organizations to survive an all-hazards incident, and maintain or rapidly recover operations that were compromised.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: The Healthcare Coalition assists with the coordination of the healthcare organization response during incidents that require medical surge</p> <p><input checked="" type="checkbox"/> Function 2: Coordinate integrated healthcare surge operations with pre-hospital Emergency Medical Services (EMS) operations</p> <p><input checked="" type="checkbox"/> Function 3: Assist healthcare organizations with surge capacity and capability</p> <p><input type="checkbox"/> Function 4: Develop Crisis Standards of Care guidance</p> <p><input type="checkbox"/> Function 5: Provide assistance to healthcare organizations regarding evacuation and shelter in place operations</p>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> 1. Maintain HPP Coordinator, Partnership Coordinator, and Healthcare Coalition. 2. Purchase, store and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency. Items may be purchased for healthcare coalition members. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 14: Responder Safety and Health

Objective: Strengthen the ability of healthcare organizations to protect the safety and health of healthcare workers from a variety of hazards during emergencies and disasters. This includes processes to equip, train, and provide other resources needed to ensure healthcare workers at the highest risk for adverse exposure, illness, and injury are adequately protected from all hazards during response and recovery operations.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Assist healthcare organizations with additional pharmaceutical protection for healthcare workers <input type="checkbox"/> Function 2: Provide assistance to healthcare organizations with access to additional Personal Protective Equipment (PPE) for healthcare workers during response	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain HPP Coordinator, Partnership Coordinator, and Healthcare Coalition. 2. Healthcare Coalition members should maintain policies and procedures to ensure healthcare worker safety and purchase and maintain protective equipment for healthcare coalition member staff. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 15: Volunteer Management

Objective: Strengthen the ability to coordinate the identification, recruitment, registration, credential verification, training, engagement, and retention of volunteers to support healthcare organizations with the medical preparedness and response to incidents and events.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Participate with volunteer planning processes to determine the need for volunteers in healthcare organizations <input checked="" type="checkbox"/> Function 2: Volunteer notification for healthcare response needs <input checked="" type="checkbox"/> Function 3: Organization and assignment of volunteers <input type="checkbox"/> Function 4: Coordinate the demobilization of volunteers	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain access to Disaster Healthcare Volunteers system. 2. Each Healthcare Coalition member should maintain policies and procedures for incorporating volunteers into operations during public health and medical emergencies. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 16: Program Management

Objective: Support Hospital Preparedness Program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management <input checked="" type="checkbox"/> Function 4: Reporting on Performance Measures	7/1/14 – 6/30/17	HHS Deputy Director Administrative Secretary Partnership Coordinator Prevention Specialist	<ol style="list-style-type: none"> 1. Maintain local HPP Coordinator, Partnership Coordinator and Healthcare Coalition to coordinate activities across capabilities. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 1: Community Preparedness

Objective: The ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in community preparedness is to do the following: 1) Support the development of public health, medical, and mental/behavioral health systems that support recovery; 2) Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents; 3) Promote awareness of and access to medical and mental/behavioral health resources that help protect the community’s health and address the functional needs of at-risk individuals; 4) Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals 5) Identify those populations that may be at higher risk for adverse health outcomes; and 6) Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Determine risks to the health of the jurisdiction <input checked="" type="checkbox"/> Function 2: Build community partnerships to support health preparedness <input checked="" type="checkbox"/> Function 3: Engage with community organizations to foster public health, medical, and mental/behavioral health social networks <input checked="" type="checkbox"/> Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency preparedness outreach. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by California Department of Public Health (CDPH). 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 2: Community Recovery

Objective: Strengthen capability to collaborate with community partners (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Identify and monitor public health, medical, and mental behavioral health system recovery needs <input type="checkbox"/> Function 2: Coordinate community public health, medical, and mental behavioral health system recovery operations <input type="checkbox"/> Function 3: Implement corrective actions to mitigate damages from future incidents	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 2. Revise work plan as directed by CDPH. 3. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 4. Complete and submit specific deliverables (response plans, After-Action Reports/Improvement Plans, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 5. Submit annual performance measure data as required by the federal government. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 3: Emergency Operations Coordination

Objective: Maintain Emergency operations coordination: the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Conduct preliminary assessment to determine need for public activation <input checked="" type="checkbox"/> Function 2: Activate public health emergency operations <input checked="" type="checkbox"/> Function 3: Develop incident response strategy <input checked="" type="checkbox"/> Function 4: Manage and sustain the public health response <input checked="" type="checkbox"/> Function 5: Demobilize and evaluate public health emergency operations	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain staff trained in emergency response activities. 2. Maintain or maintain access to emergency operations center for local public health and medical response with the health department or county. 3. Attend CDPH annual workshop, healthcare provider related workshops, Homeland Security, other approved emergency preparedness workshops, and CDC and ASPR sponsored workshops. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 5. Revise work plan as directed by CDPH. 6. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 7. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, emergency operations center maintenance and software) as described in approved work plan under each selected function for each budget year. 8. Submit annual performance measure data as required by the federal government. 9. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 4: Emergency Public Information and Warning

Objective: Maintain ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Activate the emergency public information system <input checked="" type="checkbox"/> Function 2: Determine the need for a joint public information system <input checked="" type="checkbox"/> Function 3: Establish and participate in information system operations <input checked="" type="checkbox"/> Function 4: Establish avenues for public interaction and information exchange <input type="checkbox"/> Function 5: Issue public information, alerts, warnings and notifications	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain access to trained public information staff. 2. Attend training specific to the PIO function during an emergency response. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 5: Fatality Management

Objective: Coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Determine role for public health in fatality management <input type="checkbox"/> Function 2: Activate public health fatality management operations <input type="checkbox"/> Function 3: Assist in the collection and dissemination of antemortem data <input type="checkbox"/> Function 4: Participate in survivor mental/behavioral health services <input type="checkbox"/> Function 5: Participate in fatality processing and storage operations	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain staff with expertise in data collection and dissemination. 2. Maintain partnership with local fatality management lead. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 6: Information Sharing

Objective: Maintain capability to conduct multi-jurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify stakeholders to be incorporated into information flow <input checked="" type="checkbox"/> Function 2: Identify and develop rules and data elements for sharing <input checked="" type="checkbox"/> Function 3: Exchange information to determine a common operating picture	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain Health Alert Network Administration functions (CAHAN or CAHAN Replacement system) 2. Maintain Epidemiologist or other staff with expertise in data collection and dissemination. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, software/system costs for information sharing/redundant communications) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 7: Mass Care

Objective: Maintain ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Determine public health role in mass care operations <input type="checkbox"/> Function 2: Determine mass care needs of the impacted population <input type="checkbox"/> Function 3: Coordinate public health, medical, and mental/behavioral health services <input type="checkbox"/> Function 4: Monitor mass care population health	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain partnership with local mass care lead. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 8: Medical Countermeasure Dispensing

Objective: Maintain ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, and any others needed.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify and initiate medical countermeasure (MCM) dispensing strategies <input checked="" type="checkbox"/> Function 2: Receive medical countermeasures <input checked="" type="checkbox"/> Function 3: Activate dispensing modalities <input checked="" type="checkbox"/> Function 4: Dispense medical countermeasures to identified population <input type="checkbox"/> Function 5: Report adverse events	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, Rand drills as required, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Meet annual MCM distribution requirements including inventory system drill and facility call down drill. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 9: Medical Materiel Management and Distribution

Objective: Maintain ability to acquire, maintain (e.g., cold chain storage or other storage protocol) transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Direct and activate medical materiel management and distribution <input checked="" type="checkbox"/> Function 2: Acquire medical materiel <input checked="" type="checkbox"/> Function 3: Maintain updated inventory management and reporting system <input checked="" type="checkbox"/> Function 4: Establish and maintain security <input checked="" type="checkbox"/> Function 5: Distribute medical materiel <input type="checkbox"/> Function 6: Recover medical materiel and demobilize distribution operations	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 10: Medical Surge

Objective: Maintain the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community, encompassing the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were comprised.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Assess the nature and scope of the incident <input checked="" type="checkbox"/> Function 2: Support activation of medical surge <input type="checkbox"/> Function 3: Support jurisdictional medical surge operations <input type="checkbox"/> Function 4: Support demobilization of medical surge operations	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain partnership with County Hospital Preparedness Program to align activities and goals. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency. 7. Submit annual performance measure data as required by the federal government. 8. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 11: Non-Pharmaceutical Interventions

Objective: Maintain ability to recommend to the applicable local lead agency (if not local public health) and implement, if applicable, strategies for disease, injury and exposure control. Strategies include: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Engage partners and identify factors that impact non-pharmaceutical interventions <input type="checkbox"/> Function 2: Determine non-pharmaceutical interventions <input type="checkbox"/> Function 3: Implement non-pharmaceutical interventions <input type="checkbox"/> Function 4: Monitor non-pharmaceutical interventions	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 12: Public Health Laboratory Testing

Objective: Maintain ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability support routine surveillance, including pre-event or pre-incident and post-exposure activities.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Manage laboratory activities <input checked="" type="checkbox"/> Function 2: Perform sample management <input checked="" type="checkbox"/> Function 3: Conduct testing and analysis for routine surge capacity <input type="checkbox"/> Function 4: Support public health investigations <input checked="" type="checkbox"/> Function 5: Report laboratory results	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain Public Health Laboratory or access to Public Health Laboratory and maintain list of laboratory contacts. 2. Purchase and/or maintain laboratory supplies needed for a surge in laboratory testing including items such as reagents and other testing items. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation

Objective: Ensure ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Conduct public health surveillance and detection <input checked="" type="checkbox"/> Function 2: Conduct public health and epidemiological investigations <input checked="" type="checkbox"/> Function 3: Recommend, monitor, and analyze mitigation actions <input checked="" type="checkbox"/> Function 4: Improve public health surveillance and epidemiological investigation systems	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain capacity for surveillance and epidemiological investigation. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 14: Responder Safety and Health

Objective: Maintain ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, as requested.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify responder safety and health risks <input checked="" type="checkbox"/> Function 2: Identify safety and personal protective needs <input checked="" type="checkbox"/> Function 3: Coordinate with partners to facilitate risk-specific safety and health training <input type="checkbox"/> Function 4: Monitor responder safety and health actions	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Develop procedures to ensure safety of public health workforce and purchase and maintain protective equipment for employees according to these procedures. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 15: Volunteer Management

Objective: The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Coordinate volunteers <input type="checkbox"/> Function 2: Notify volunteers <input type="checkbox"/> Function 3: Organize, assemble, and dispatch volunteers <input type="checkbox"/> Function 4: Demobilize volunteers	7/1/14 – 6/30/17		<ol style="list-style-type: none"> 1. Maintain local administrative functions to ensure operational readiness of the Disaster Healthcare Volunteers system. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Inyo County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 16: Program Management

Objective: Support public health emergency preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management <input checked="" type="checkbox"/> Function 4: Reporting on Performance Measures	7/1/14 – 6/30/17	HHS Deputy Director Administrative Secretary Health Officer Administrative Analyst Prevention Specialist Executive Secretary Office Technician	<ol style="list-style-type: none"> 1. Maintain local Public Health Emergency Preparedness Coordinator. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit A – Attachment 1
Inyo County Scope of Work
Pandemic Influenza Planning

Pandemic Influenza Capability 1: Planning and Preparedness Activities

Objective: The ability of communities to prepare for, withstand, and recover from public health incidents including a potential pandemic influenza. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in preparing for, responding to, and recovering from a public health incident such as a pandemic influenza.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Develop, maintain and/or strengthen local pandemic influenza emergency response plan <input checked="" type="checkbox"/> Function 2: Test pandemic influenza response in drills, exercises, and real events <input checked="" type="checkbox"/> Function 3: Engage public and private partners to ensure coordinated response efforts <input checked="" type="checkbox"/> Function 4: Maintain surveillance system for reporting severe and fatal cases of laboratory confirmed influenza as required by CDPH	7/1/14 – 6/30/17	HHS Deputy Director Administrative Secretary Health Officer Administrative Analyst	<ol style="list-style-type: none"> 1. Maintain Pandemic Influenza Coordinator and other trained staff needed to complete pandemic plans and testing of plans. 2. Maintain pandemic influenza operational response plans including plans for Government Authorized Alternate Care Sites. Purchase, store, and/or maintain supplies and equipment for operation of an alternate care site. 3. Hold mass vaccination clinics including the purchase of influenza or pneumococcal vaccine and other supplies for use in these clinics. Maintain capacity to store vaccine under refrigeration. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by California Department of Public Health (CDPH). 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Inyo County Scope of Work
Pandemic Influenza Planning

Pandemic Influenza Capability 16: Program Management

Objective: Support Pandemic Influenza planning and preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management	7/1/14 – 6/30/17	HHS Deputy Director Administrative Secretary Health Officer Administrative Analyst	<ol style="list-style-type: none"> 1. Maintain local Public Health Emergency Preparedness Coordinator. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted electronically not more frequently than quarterly in arrears to:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

- C. HPP Invoices shall:
 - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- D. Pan Flu Invoices shall:
 - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- E. PHEP Supporting Documentation shall:
 - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The maximum amount payable under this agreement shall not exceed the total sum of \$857,379.00. Financial year individual fund limits are:

Financial Year July 1, 2014 through June 30, 2015

1. \$110,321.00, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds.
5. \$0.00, Cities Readiness Initiative Funds.
6. \$114,846.00, HPP Funds.
7. \$60,626.00, State General Funds Pandemic Influenza Funds.

Financial Year July 1, 2015 through June 30, 2016

1. \$110,321.00, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds.
5. \$0.00, Cities Readiness Initiative Funds.
6. \$114,846.00, HPP Funds.
7. \$60,626.00, State General Funds Pandemic Influenza Funds.

Financial Year July 1, 2016 through June 30, 2017

1. \$110,321.00, CDC PHEP Base Funds.
2. \$0.00, Laboratory Funds.
3. \$0.00, Laboratory Trainee Funds.
4. \$0.00, Laboratory Training Assistance Funds.
5. \$0.00, Cities Readiness Initiative Funds.
6. \$114,846.00, HPP Funds.
7. \$60,626.00, State General Funds Pandemic Influenza Funds.

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered, commensurate with the state fiscal year in which services are performed and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

- C. 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

- D. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.
- E. Contractor shall deposit funds received under this Agreement into separate accounts such that they can track and report on funds separately, and identify interest earned from each funding stream of local public health preparedness for this purpose before transferring or expending the funds for any of the uses allowed pursuant to this Agreement. CDPH requires the Contractor to set up separate Federal Funds for PHEP CDC and HPP funds.
- F. The interest earned on moneys in the accounts shall accrue to the benefit of the fund and shall be expended for the same purposes as other moneys in the fund.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Expense Allowability / Fiscal Documentation

- A. Funds shall not be used to supplant funding for existing levels of services and shall only be used for the purposes specified in this Agreement.
- B. In executing this Agreement, Contractor agrees to comply with the terms and conditions of the Local Health Department and/or Local HPP Entity, the Local Grant Application Guidance for Financial Year 2014-15, Financial Year 2015-16, and Financial Year 2016-17, and the Work Plans and Budget as 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 written approval from CDPH and funds may not be expended prior to such approval.
- D. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

Exhibit B
Budget Detail and Payment Provisions

- E. Contractor shall maintain for review and audit, and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- F. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent, or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- G. Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. Contractor must pay for travel in excess of these rates. Travel expenses not listed cannot be reimbursed. Contractor may obtain current rates at the following web site: <http://www.Calhr.ca.gov>

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon the term of this agreement or an audit finding, and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Contracts Funded By The Federal Government

- 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.

Exhibit B
Budget Detail and Payment Provisions

- B. This Agreement is valid and enforceable only if sufficient funds are made available to CDPH by the United States Government for the Fiscal Year(s) covered by the term of this Agreement for the purposes of this program. 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 void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.
- E. Contractor shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

9. Accountability Requirements

- A. CDPH may recoup funds that are not expended for purposes and tasks specified or authorized by this Agreement, as determined by CDPH. CDPH will notify Contractor prior to taking any action to recoup such funds.
- B. CDPH may withhold payments if the Contractor is not in compliance with the terms and conditions of this Agreement or the approved Application, Work Plans and Budgets. CDPH may withhold payments if the Contractor 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 Contractor's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify the Contractor prior to withholding or reducing such payments.
- C. Contractor shall return unexpended funds unless carry forward or extension of such funds is approved by CDPH in accordance with Federal requirements.
- D. Contractor shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years and make them available for inspection and audit by CDPH or the Bureau of State Audits upon reasonable request.

10. Financial and Compliance Audit Requirements

- A. This section supersedes 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, 2014 through June 30, 2017 must be conducted and concluded no later than July 1, 2017, or according to the County schedule for the A-133 audit for each fiscal period being July 1, through

Exhibit B
Budget Detail and Payment Provisions

June 30, if PHEP, HPP and State General Funds Pandemic Influenza funds are included in the A-133 Audit.

In addition, the A-133 audit 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 Contractor or HPP Entity shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.

11. Advance Payment Authority and Limitation

- A. Pursuant to Government Health and Safety Code Section 101317(d) Funds appropriated pursuant to the annual Budget Act or another act for allocation to local health jurisdictions pursuant to this article shall be disbursed quarterly to local health jurisdictions beginning July 1, 2002, using the following process:
- B. Each fiscal year, upon the submission of an application for funding by the administrative body of a local health jurisdiction, the department shall make the first quarterly payment to each eligible local health jurisdiction. Subsequent payments will be made pursuant to this Agreement or an amendment to this agreement, and those payments would not be advance payments, they would be quarterly allocations.
- C. If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Contractor's annual contract budget .

Exhibit B, Attachment 1 - Payment Criteria

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding
2014-15 Allocation Agreement

		CDC PHEP and Cities Readiness Initiative (CRI)	Reference Lab Funds (\$260,246 total to each Reference Lab)
1st Quarter Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement • Receipt of all required application documents • Approved PHEP Work Plan • Approved PHEP Budget • Submission of FY13-14 PHEP Year End Progress Report 	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement • Receipt of all required application documents • Approved PHEP Lab Work Plan • Approved PHEP Lab Budget • Submission of FY 13-14 Year End Progress Report
	Payment	Advance payment of 25% of initial FY 14-15 CDC PHEP Base and/or CRI Fund	Advance payment of 25% of initial FY 14-15 Lab Fund (not including lab trainees)
2nd Quarter Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> • 1st Quarter Payment Criteria must be met • Receipt of FY13-14 PHEP Year End Expenditure Report • Approved Carry-Forward amount • Signed Agreement Amendment, includes Carry-Forward • If required, submission of FY13-14 Supplemental Work Plan Progress Report • Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial PHEP Base and/or CRI to cover the Q1 advance payment. 	CDPH must receive the following: <ul style="list-style-type: none"> • same as PHEP
	Payment	If receipt of more than the 25% minimum requirement, first pay carry-forward, if applicable, matching PHEP Supporting Documentation submission up to the carry-forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.	same as PHEP
3rd Quarter Payment	Criteria	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • Receipt of FY 14-15 Mid-Year reports • if required, completed Supplemental Work Plan and report • Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial Allocation. 	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • same as PHEP

Exhibit B, Attachment 1 - Payment Criteria

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding
2014-15 Allocation Agreement

	Payment	If receipt of more than the 25% minimum requirement, first pay carry-forward, if applicable, matching PHEP Supporting Documentation submission up to the carry-forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.	same as PHEP
Final Payment	Criteria	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • Receipt of required Performance Measure reports • Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial Allocation. 	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • same as PHEP
	Payment	If receipt of more than the 25% minimum requirement, first pay carry-forward, if applicable, matching PHEP Supporting Documentation submission up to the carry-forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.	same as PHEP

Exhibit B, Attachment 1 - Payment Criteria

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding
2014-15 Allocation Agreement

		Lab Trainee Funds	Lab Training Assistance Funds
1st Quarter Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement, includes Lab Trainee Funds • Receipt of all required Trainee application documents • Approved Lab trainee(s) must be included in the approved Work Plan and Lab budget • same as PHEP 	LHD must: <ul style="list-style-type: none"> • Signed Allocation Agreement, includes Lab Training Assistance Funds • Receipt of all required Training Assistance application documents • Approved Lab Training Assistance must be included in the approved Work Plan and Lab budget • same as PHEP
	Payment	Advance payment of 25% of initial FY 14-15 PHEP Trainee initial allocation	Advance payment of 25% of initial FY 14-15 PHEP Training Assistance initial allocation
2nd Quarter Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
3rd Quarter Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
Final Payment	Criteria	N/A	N/A
	Payment	N/A	N/A

Exhibit B, Attachment 1 - Payment Criteria

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding
2014-15 Allocation Agreement

		HPP	State GF
1st Quarter Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement • Receipt of all required application documents • Five Letters of Support (Refer to the FY 14-15 Application Guidance) • Approved HPP Work Plan • Approved HPP Budget • Submission of Health Care Facility (HCF) Form • Receipt of FY 13-14 HPP Year End Progress Report 	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Allocation Agreement • Receipt of all required application documents • Receipt of FY 13-14 GF Pan Flu Year End Progress Report • Approved GF Pan Flu Work Plan • Approved GF Pan Flu Budget
	Payment	Advance payment of 25% of HPP Initial Allocation	Advance payment of 25% of State GF Pandemic Influenza Initial Allocation.
2nd Quarter Payment	Criteria	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • Receipt of HPP FY13-14 Year End Expenditure Report • An invoice for unique HPP expenditures for a minimum of 25% of Initial Allocation to cover the Q1 advance payment • If required, submission of completed FY 13-14 Supplemental Work Plan 	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • Receipt of GF Pan Flu FY13-14 Year End Expenditure Report • An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation to cover the Q1 advance payment • If required, submission of completed FY 13-14 Supplemental Work Plan
	Payment	HPP for unique expenditures less the advance payment of 25% of HPP Initial Allocation.	GF Pandemic Influenza for unique expenditures less the advance payment of 25% of State GF Pandemic Influenza Initial Allocation.
3rd Quarter Payment	Criteria	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • An invoice for unique HPP expenditures for a minimum of 25% of Initial Allocation 	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation
	Payment	HPP for unique expenditures .	GF Pandemic Influenza for unique expenditures.
Final Payment	Criteria	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • Receipt of required Performance Measure reports • An invoice for unique HPP expenditures for a minimum of 25% amount of Initial Allocation 	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation
	Payment	HPP for unique expenditures.	GF Pandemic Influenza for unique expenditures.

**Exhibit B - Attachment 2
Inyo County Budget Cost Sheet - Year 1**

Inyo County
14-10507

2014 - 2015 PROJECT BUDGET			CDC PHEP Base Funds			Laboratory Funds			Laboratory Trainee Funds			Laboratory Training Assistance Funds			Citizen Readiness Initiative Funds			HPP Funds			OPPP			TOTALS	
Personnel	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost				
Personnel																									
Position Title and Number of each																									
Public Health Director (1)	11%	\$ 91,841	\$13,779	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	8%	\$ 91,841	\$13,779	9%	\$ 91,841	\$13,779	\$ 275,595	\$28,346		
Administrative Secretary (1)	30%	\$ 43,108	\$12,932	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	5%	\$ 43,108	\$12,932	5%	\$ 43,108	\$12,932	6%	\$ 43,108	\$12,932	\$ 129,512	\$18,886		
Health Officer (1)	22%	\$ 128,089	\$38,463	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	25%	\$ 128,089	\$38,463	\$ 296,198	\$61,486		
Administrative Analyst (1)	8.02%	\$ 61,383	\$4,911	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	2%	\$ 61,383	\$4,911	\$ 96,009	\$24,002		
Prevention Specialist (1)	5%	\$ 48,005	\$2,400	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	45%	\$ 48,005	\$2,400	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ 62,896	\$3,135		
Executive Secretary (1)	5%	\$ 62,698	\$3,135	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ 44,574	\$4,012		
Office Technician (1)	3%	\$ 44,574	\$4,012	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ 128,108	\$23,533		
Partnership Coordinator (1)	18%	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$0		
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**Exhibit B - Attachment 4
Inyo County Budget Cost Sheet - Year 3**

Inyo County
14-10507

2014 - 2017 PROJECT BUDGET			CDC PHDP Base Funds			Laboratory Funds			Laboratory Training Funds			Laboratory Training Assistance Funds			CDCes Resiliency Initiative Funds			HPP Funds			GPPF			TOTALS	
Personnel	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost				
Personnel																									
<i>Position Title and Number of each</i>																									
HHB Deputy Director (1)	15%	\$ 91,861	\$13,778													8%	\$ 91,863	\$7,348	9%	\$ 91,861	\$8,267	\$ 275,585	\$29,396		
Administrative Secretary (1)	30%	\$ 43,106	\$12,832													5%	\$ 43,100	\$2,155	6%	\$ 43,106	\$3,880	\$ 129,512	\$18,868		
Health Officer (1)	35%	\$ 125,099	\$28,463													25%	\$ 125,099	\$32,025	25%	\$ 125,099	\$32,025	\$ 250,198	\$61,458		
Administrative Analyst (1)	8%	\$ 61,282	\$4,911																2%	\$ 61,282	\$1,228	\$ 122,784	\$8,158		
Prevention Specialist (1)	5%	\$ 48,005	\$2,400													45%	\$ 48,004	\$21,802				\$ 96,009	\$24,002		
Executive Secretary (1)	5%	\$ 62,886	\$3,135																		\$ 62,886	\$3,135			
Office Technician (1)	9%	\$ 44,574	\$4,012																		\$ 44,574	\$4,012			
Partnership Coordinator (1)		\$ -	\$0													10%	\$ 128,106	\$23,533				\$ 128,106	\$23,533		
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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: (1) Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, and (2) receive a presentation from staff and Supervisors Kingsley and Tillemans about a recent meeting regarding regional collaboration in relation to the Plan Update/Revision and provide input.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.¹ Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

Supervisors Kingsley and Tillemans and the Planning Director will brief the Board about a meeting on August 15, 2014 with representatives of Mono County, the Town of Mammoth Lakes, the Sierra Nevada Conservancy (SNC), and the Sierra Club to discuss regional collaboration regarding the Plan Update. During the meeting, Mono County representatives expressed an intention to develop correspondence about such an endeavor to begin a broader dialogue. The topic may also be discussed at the SNC meeting scheduled for September 3 and 4 in Bridgeport.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

APPROVALS

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

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.

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

A handwritten signature in blue ink, appearing to read "John Hart", is written over a horizontal line.

Date: 8/20/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only;
AGENDA NUMBER

20

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

FROM: County Administrator – Emergency Services

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: California's Disaster Proclamation Process

DEPARTMENTAL RECOMMENDATION: Request Board A) receive an update from staff on California's Disaster Proclamation Process and California Disaster Assistance ACT (CDAA) funding process; and B) consider possible correspondence commenting on the State's processes.

SUMMARY DISCUSSION: The County of Inyo received a communique from Cal OES on the following: (a) California's Disaster Proclamation process and (b) California Disaster Assistance Act funding. The State is asking for counties' input on the information that was provided. Cal OES has been working with CSAC to get this information out to counties and has asked that comments regarding the process be provided to Cal OES no later than August 29, 2014. Staff is requesting the opportunity to review the information with your Board and depending upon the Board's preference, authorize the Chairperson or the County Administrator to communicate the County's comments, if any, to Cal OES.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

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

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Date: _____



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

21

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Lone Pine Airport AWOS AV project.

DEPARTMENTAL RECOMMENDATIONS:

1. Ratification of Wadell Engineering, Inc., Contract Amendment No. 2 in an amount of \$18,000, for engineering design and construction support of the new Lone Pine Airport AWOS AV system;
2. Request Board approve the plans and specifications for the Lone Pine Airport AWOS AV Project;
3. Authorize the Public Works Director to Advertise and Bid the project; and,
4. Authorize the Public Works Director to sign the project FAA Grant Agreement.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

This project will replace the existing non-working airport AWOS system with a new AWOS AV unit. Project work consists of the Inyo County Airport Consultant (Wadell Engineering, Inc.) preparing plans, specifications, and bid documents for bidding the project. Once bids are received they will be forwarded to the FAA for review. If approved for FAA funding, a Grant Agreement will be prepared by the FAA for County acceptance and signature.

The estimated total project cost for design and construction of the AWOS AV project is \$130,500.00. Included in this amount are the Consultant Engineer design and construction inspection costs estimated at \$18,000.00. Should your Board approve this request for contract amendment ratification, project plans and specifications, authorization to advertise for bids, and authorization for signing the Grant Agreement, this project would then receive bids on September 8, 2014. Bid results would then be sent to the FAA for the review and preparation of a project grant agreement for Public Works Director and County Counsel signature.

This project is part of the FAA's Airport Improvement Program. The FAA will provide 90% of the project costs with the State of California, Division of Aeronautics, providing 4.5% and the County providing the remaining 5.5%.

ALTERNATIVES:

The Board could chose not to ratify the Contract Amendment No. 2 and project plans and specifications. This alternative is not recommended because the Lone Pine Airport is in need of a functioning AWOS system.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office
FAA

FINANCING:

90% of the project cost will be provided from the FAA grant, 4.5% from CA Division of Aeronautics CAAP grant, and 5.5% will be funded by an in-kind match from the Public Works Department. The cost of final engineering will be paid through Budget Unit 150502, Lone Pine Airport Improvement Projects, Object Code 5265, Professional and Special Services, and the cost of the construction contract will be paid through Budget Unit 150502, Object Code 5700, Construction in Progress. The FAA and CAAP grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, this grant will require a temporary loan.

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.) <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="font-family: cursive; font-size: 1.2em; color: blue;">Margaret Kemp-Williams</div> <div style="text-align: right;"> Approved: <input checked="" type="checkbox"/> Date <u>08/21/14</u> </div> </div>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="font-family: cursive; font-size: 1.2em; color: blue;">[Signature]</div> <div style="text-align: right;"> Approved: <input checked="" type="checkbox"/> Date <u>8/21/2014</u> </div> </div>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"></div> <div style="text-align: right;"> Approved: _____ Date _____ </div> </div>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 8/21/14

**AMENDMENT NUMBER 2 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services for various airport projects dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to December 30, 2018.

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:

1. Section 3, Paragraph D, 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 (Eight Hundred Nineteen Thousand, Seven Hundred Fifty-Two Dollars and no cents (\$819,752.00)) (hereinafter referred to as "Contract limit").

Section 10 **DEFENSE AND INDEMNIFICATION** shall read:

2. To the fullest extent permitted by law, Consultant 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 Consultant, or Consultant's agents, officers, or employees, or the failure of Consultant, or Consultant's agents, officers, or employees to comply with any of its obligations contained in this Agreement, and that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees or agents in the performance of design services under this contract; this 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. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Consultant, its agents, employees, suppliers, or of anyone directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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.

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.

3. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for engineering and construction support services for the Lone Pine Airport Automated Weather Observation System (AWOS AV), as described in Wadell Engineering Corporation's proposal entitled SCOPE OF WORK - LONE PINE AIRPORT DESIGN & CONSTRUCTION SUPPORT SERVICES FOR AUTOMATED WEATHER OBSERVING SYSTEM (AWOS AV), which are included in Attachment A-1 to this Amendment.
4. Wadell Engineering Corporation's fees for the scope of work described in Attachment A-1 to the Contract shall be \$18,000

The effective date of this amendment to the Agreement is August 11, 2014.

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

This agreement is executed in counterparts

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2013.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONSULTANT

By: _____

Dated: _____

Taxpayer's Identification Number:

94-2250346

ATTACHMENT A-1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

TERM:

FROM: June 18, 2013 **TO:** December 30, 2018

SCOPE OF WORK:

The scope of work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for engineering and construction support services for Lone Pine Airport. The scope of services and estimated fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK - LONE PINE AIRPORT DESIGN & CONSTRUCTION SUPPORT SERVICES FOR AUTOMATED WEATHER OBSERVING SYSTEM (AWOS AV), which are included in this Attachment A-1.

**SCOPE OF WORK
LONE PINE AIRPORT
DESIGN & CONSTRUCTION SUPPORT SERVICES
FOR AUTOMATED WEATHER OBSERVING SYSTEM (AWOS AV)**

The project includes design for removal and replacement of the existing inoperative AWOS system at the Lone Pine Airport. The new system will be sited at the same location as the existing system. New power and control will be installed in duct.

The Consultant design phase services include field investigation, preparation of removal plans, design plans for the new system, specifications, cost estimate, FAA 7460-1 form, construction closure and safety plan, assistance with FAA grant application, assistance with contractor inquiries during bidding, and assist with FAA / State Aeronautics coordination as requested.

The Consultant will provide on PDF and one printed copy of the plan, specifications, and cost estimate and CD of the final work.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide local utility coordination as needed, environmental reports and clearances (if any), public advertisements, notices and printing of bid documents.

Consultant construction contract support services include review submittals and requests for information (RFI), review request for changes (if any), one site visit during construction with payroll interviews, contractor invoice review and recommendation for payment.

END



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

22

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Airfield Lighting, Signage, and Visual Aids Rehabilitation Project, Bishop Airport: Authorization for Public Works Director to sign Federal Aviation Administration (FAA) Airport Improvement Project (AIP) Grant Agreement.

DEPARTMENTAL RECOMMENDATIONS: Authorize the Public Works Director to sign the FAA project funding Grant Agreement for the Airfield Lighting, Signage, and Visual Aids Rehabilitation Project at Bishop Airport.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the August 12, 2014 meeting of the Board of Supervisors, the board approved plans and specifications and authorized the Public Works Director to receive bids for the Bishop Airport Lighting, Signage, and Visual Aids Rehabilitation Project. This project will receive bids on September 8, 2014. In order to secure project funding in the current FAA project fiscal year, the FAA must complete their review of bids received and, if acceptable, prepare a Grant Agreement for Airport Sponsor (County of Inyo) acceptance. The fully executed Grant Agreement must be received by the FAA prior to September 15, 2014.

The project cost estimate varies from \$2 million to \$3.3 million, depending on the FAA Grant award amount. The project is eligible for funding by the FAA's Airport Capital Improvement Program which will fund up to 90% of the estimated project cost. The California Department of Transportation Division of Aeronautics will provide a matching grant equal to 4.5% of the project cost and the remaining 5.5% portion would be provided from the County's Bishop Airport budget.

ALTERNATIVES: The Board could choose not to authorize the Public Works Director to sign the FAA Grant Agreement. This is not recommended as the timing for preparing, receiving, and returning the executed FAA Grant Agreement is critical to secure funding for this project.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office
FAA
Caltrans DOA

FINANCING: FAA to provide 90% of project costs through an FAA AIP grant. California, Dept. of Transportation, Division of Aeronautics grant of 4.5% of project cost. The remaining matching funds will be provided by the County through a combination of hard and soft contributions identified in the Public Works Budget (Budget Unit 011500). This project has been budgeted in the Bishop Airport Improvements Budget (Budget Unit 630303).

August 26, 2014

Agenda Request Form: Bishop Airport – Airfield Lighting, Signing, and Visual Aids Rehabilitation Project

Page 2 of 2

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-Wilkins

Approved: Date 08/21/14

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: Date 8/21/2014

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)

[Signature]

Date: 8/21/14



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

23

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 26, 2014

SUBJECT: Workshop Regarding Bishop Airport Layout Plan and Update of Community Meetings and Outreach

DEPARTMENTAL RECOMMENDATIONS: Hold Workshop Regarding Bishop Airport Layout Plan and Update of Community Meetings and Outreach

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On July 2014, Staff made a presentation regarding the Bishop Airport Layout Plan Update and the process for moving this project forward. Today's workshop will be a more detailed presentation by Bob Wadell of Wadell Engineering Corporation about the Airport Layout Plan and an update by staff about community meeting and outreach.

ALTERNATIVES: Not hold workshop

OTHER AGENCY INVOLVEMENT:

FINANCING: Airport Layout Plan funded 90% by Federal Grant, 4.5% by State Grant, and 5.5% by Inyo County

Agenda Request Form
Board meeting of
Subject:

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 _____

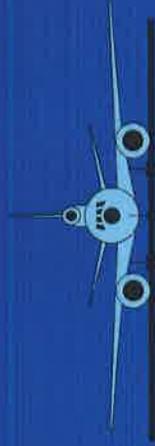
DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: _____

**BISHOP AIRPORT
AIRPORT LAYOUT PLAN UPDATE
AND NARRATIVE REPORT**

JULY 9, 2014

**WADELL ENGINEERING
CORPORATION**

Airport Planning - Engineering - Management Consultants



The Team

WADELL ENGINEERING CORPORATION

Airport Planning - Engineering - Management

County of Inyo

Public Works

Clint Quilter

cquilter@inyocounty.us



Today's Discussion

- ◆ Purpose
- ◆ Funding & Schedule
- ◆ Scope of Services
- ◆ Previous Study
- ◆ Study Considerations
- ◆ Future Meetings



Study Purpose

- ◆ Update the Inventory of Facilities
- ◆ Establish New Forecasts of Demand
- ◆ Determine New Facility Needs
- ◆ Plan & Depict Facilities To Meet FAA Standards
- ◆ Prepare 20-Year Capital Improvement Program
- ◆ Provide an Updated Narrative Report



Funding & Schedule

- ◆ 90% Federal Aviation Administration Grant
 - ◆ 4.5% State Aeronautics Matching Grant
 - ◆ 5.5% County Funds and Labor
-
- ◆ Complete Studies By Summer 2015

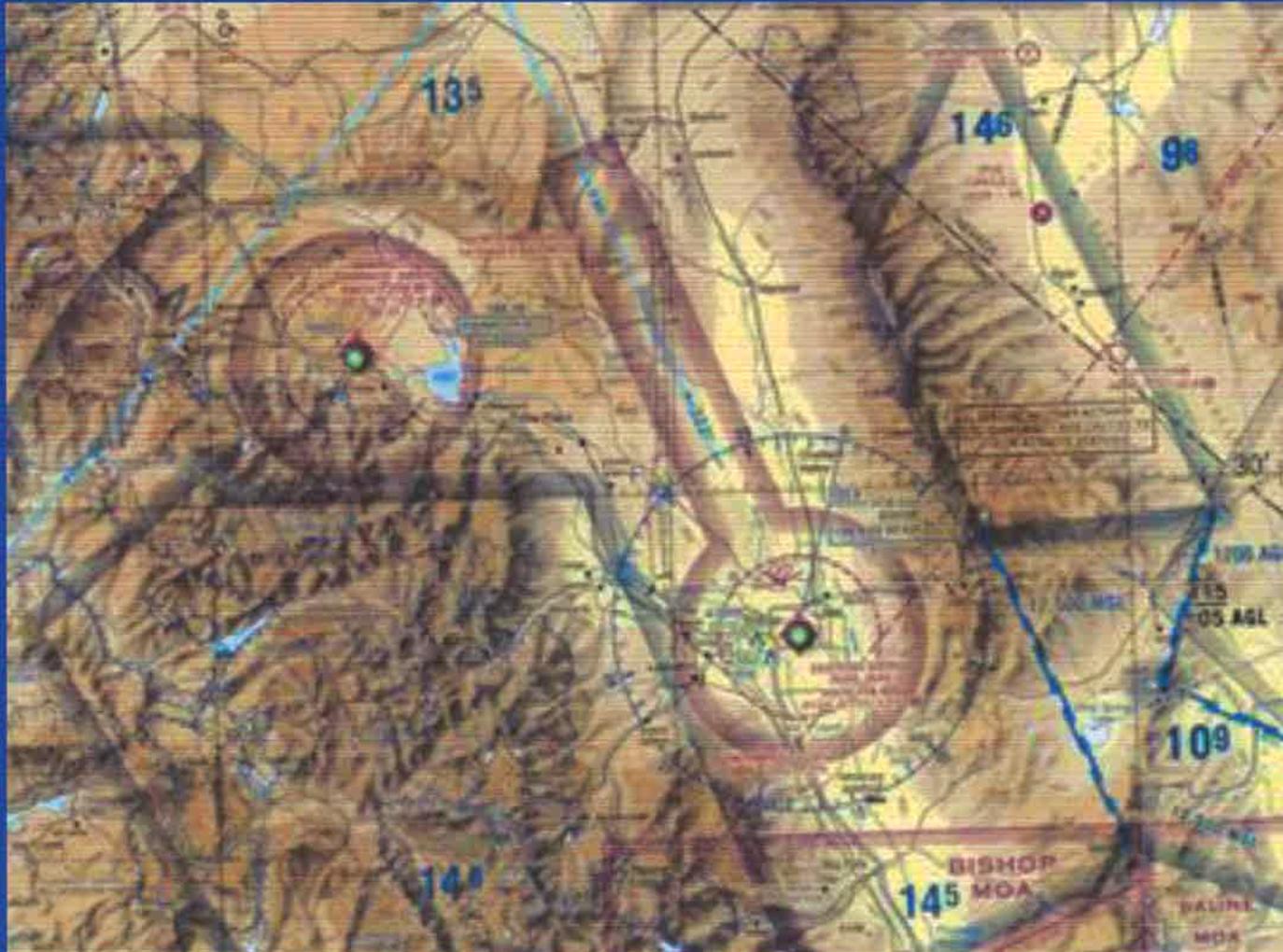


Scope of Services

- ◆ Inventory of Facilities
- ◆ New Aerial Photography & Mapping
- ◆ Forecasts of Aviation Demand
- ◆ Facility Requirements
- ◆ Airport Plans
 - Airport Layout Plan
 - Airport Airspace Plan
 - Terminal Area Plan
 - Airport Property Map
- ◆ Capital Improvement Program & Costs
- ◆ Narrative Report



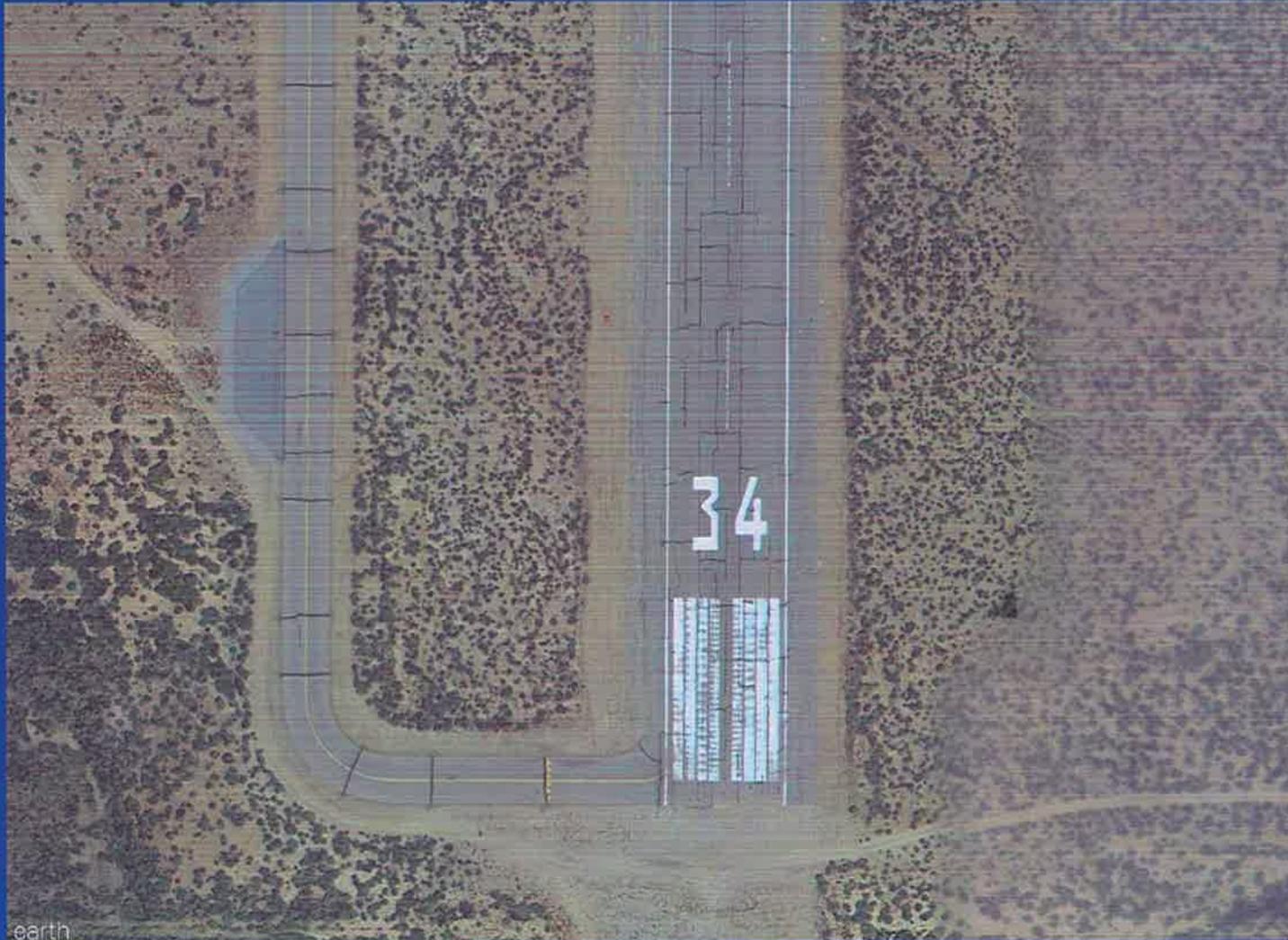
Regional Airspace / Location



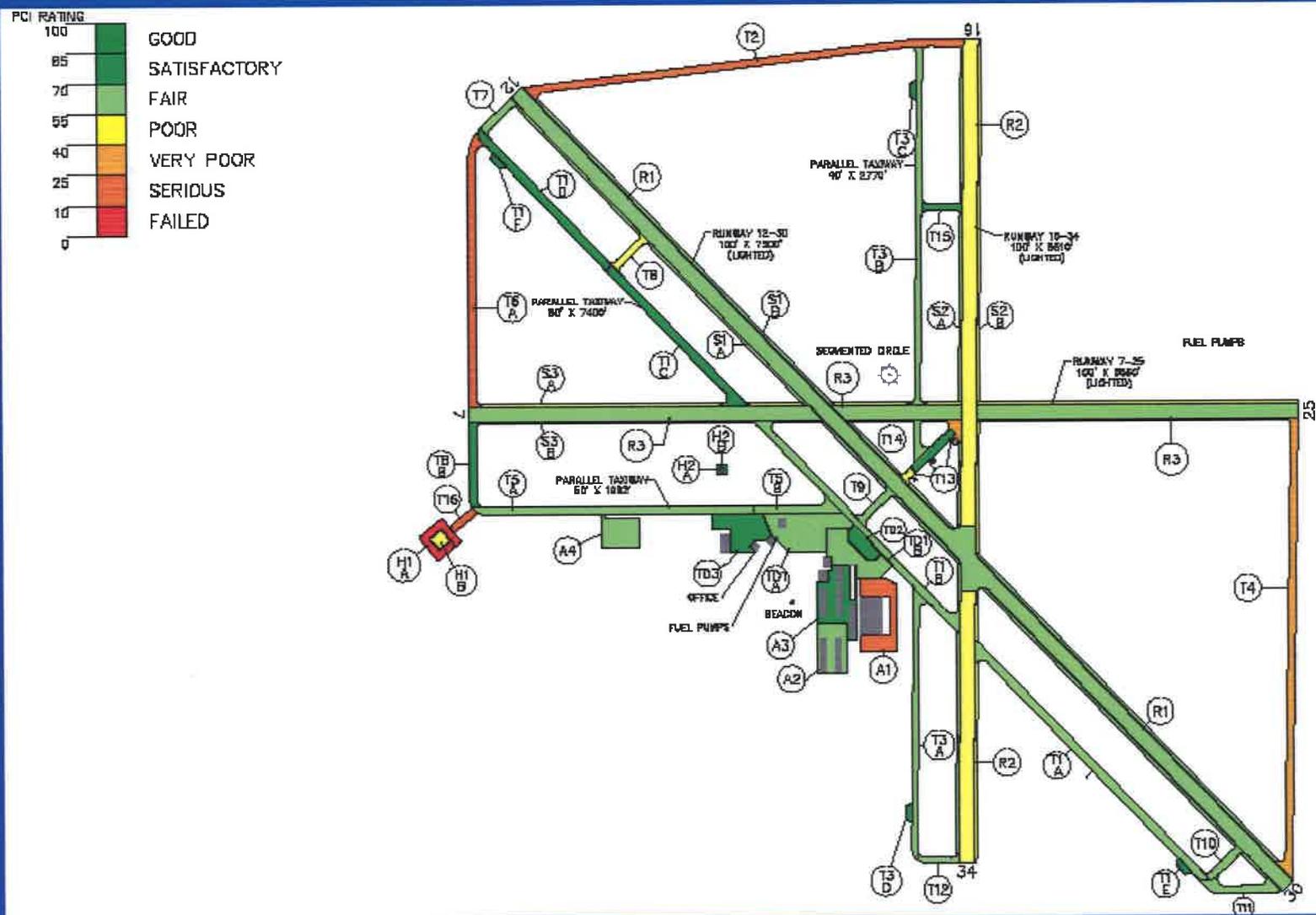
Airport Photomap



Airport Pavements



Pavement Condition Index



Runway 16-34 Design



FAA Nav aids

- ◆ LOCALIZER DIRECTIONAL AIDE
- ◆ VOR/DME



VISUAL APPROACH SLOPE INDICATORS



1970'S Runways 12/30 & 16/34 Operational Narrowing from 150' to 100'



Old Airport Lighting Vault



New Airport Vault / Standby Power



Airport Lighting Design

- ◆ 3 Runways (MIRL)
- ◆ All Taxiways (MITL/Reflectors)
- ◆ Four REIL
- ◆ Four PAPI-4
- ◆ Two PAPI-2
- ◆ Primary Windcone
- ◆ Six Supplemental Windcones



Terminal Area Facilities



Previous Study

Bishop Airport



AIRPORT MASTER PLAN



Previous Study (2002) Recommendations

◆ SHORT TERM

- TAXIWAY RECONSTRUCTION
- AIRCRAFT HANGARS
- RUNWAY END IDENTIFICATION LIGHTS
- ACCESS ROADS TO DEVELOPMENT SITES

◆ INTERMEDIATE TERM

- NEW APRONS AND TAXIWAYS
- NEW ACCESS FROM WYE ROAD

◆ LONG TERM

- EXTEND RUNWAY 12-30 TO 8900' (500' SE, 900' NE)
- RUNWAY SAFETY AREA IMPROVEMENTS
- RUNWAY APPROACH LIGHTING
- FIRE TRUCK AND BUILDING
- NAVIGATIONAL AID EQUIPMENT



2002 Runway Recommendations

- ◆ Extend 12-30 to 8900 Feet Long
- ◆ Runway 12-30 C-II Aircraft (Lockheed C-130) and ILS/GPS Precision Approach
- ◆ Runways 7-25 & 16-34 B-II Aircraft (Convair 580) and GPS Non-Precision Approach, 16-34 Has Best Wind Coverage
- ◆ All Runways Retain 100' Operational Width (Physical Widths are 150')

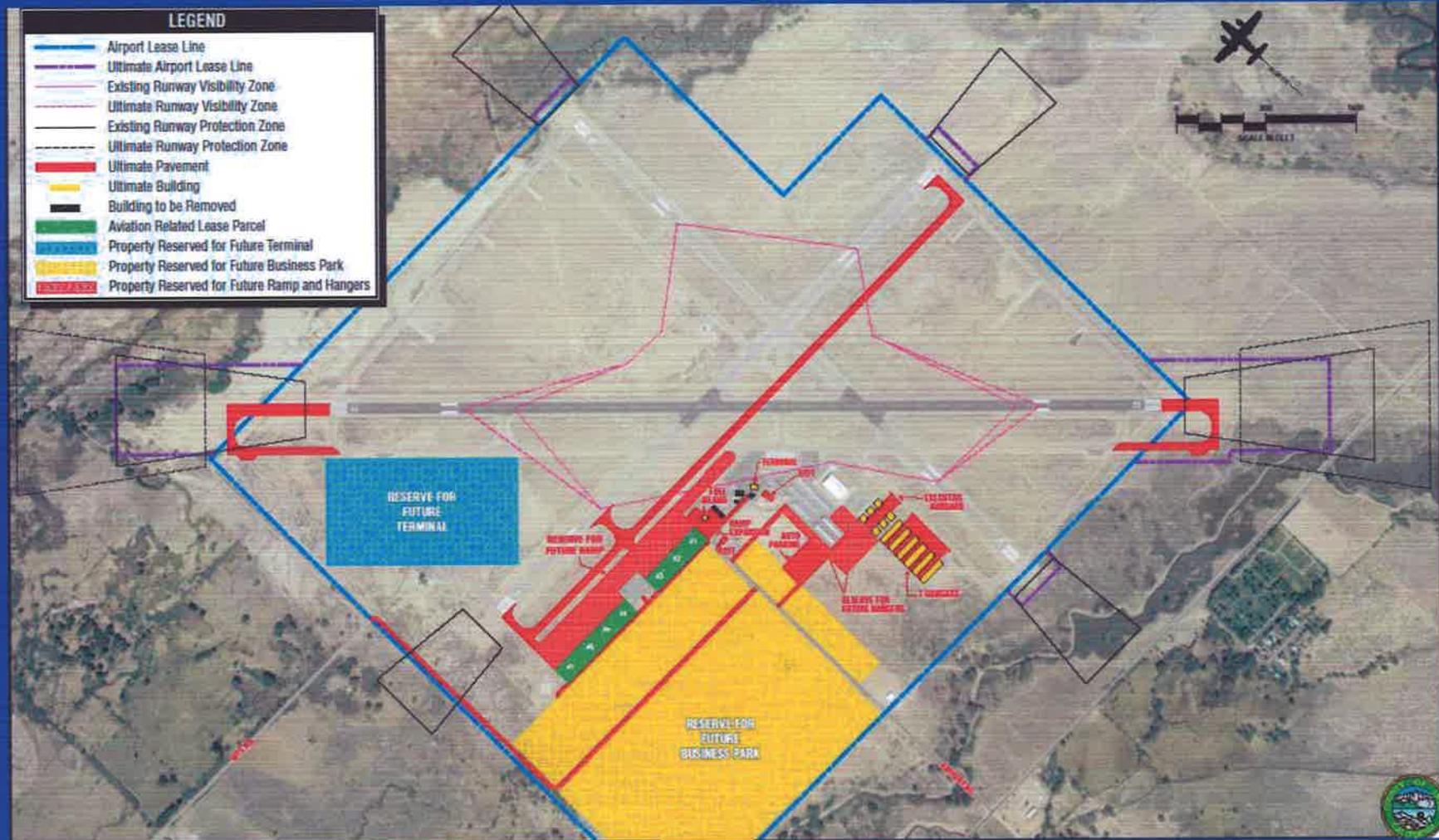


2002 Commercial Service Potential

- ◆ Previously Served Until 1993
- ◆ No Airline Service within 200 miles (2002)
- ◆ AA Service to Start in Mammoth (2002)
- ◆ Bishop Weather, Crosswinds Better
- ◆ Airlines Want Subsidies to Serve
- ◆ Frequency & Airfares = Sustainability



2002 Airside Recommendations



Study Considerations

- ◆ Existing Facilities Condition
- ◆ Runway / Taxiway Development
- ◆ Hangar Development
- ◆ Aviation Industrial / Commercial
- ◆ Fire Fighting Facilities
- ◆ Military & Large Transient Aircraft
- ◆ Weather Alternate / Commercial Use
- ◆ FAA & State Funding



Runway Considerations ?

Restore 150' Width 16-34 & 12-30

- Failed Pavements & Non-standard Slopes
- Failed Direct Burial Power Cables & Fixtures
- Cracked Shoulders = FOD & Water Intrusion
- Runway 16-34 has Best Wind Coverage & FAA Navaid (LDA)
- Runway 12-30 has Length and Published 300' Minimum Height Approach
- No 150' Wide Runway Between Reno-Mojave
- No Other Runways with FAA Navaids in Area



Taxiway Considerations ?

- ◆ Remove Exit “F” (Runway Incursions)
- ◆ Rehabilitate Parallel Taxiway “H”
- ◆ Construct Parallel Taxiway to R/W 25
- ◆ Retain / Maintain Taxiways “D” & “E”
- ◆ Install Edge Reflectors Along “D” & “E”
- ◆ Correct Hold Lines & Install Hold Signs
- ◆ Install Lighted Signs for All Taxiways



Hangar Considerations ?

- ◆ **Construct New T-Hangars to Reduce Waiting List**
- ◆ **Survey Corporate Hangar Market & Collect Deposits for Waiting List**
- ◆ **Construct Small & Large Hangars**
- ◆ **Construct Hangar Area Security Fencing with Card Gates**



Access & Development Considerations ?

- ◆ Determine Implementation Methods & Funding
- ◆ Construct New Wye Road Access & Security Fencing
- ◆ Construct Phase 1 New Area



Weather Alternate Considerations ?

- ◆ Determine Public Interest
- ◆ Determine Airline Interest
- ◆ Renew Part 139 Certification
 - Rehabilitate Pavements & Shoulders
 - Rehabilitate Airfield Paint Markings
 - Rehabilitate Lighting & Signs
 - Improve Safety Areas
 - Install Security Fencing



Commercial Service Considerations ?

- ◆ Evaluate Weather Alternate Success
- ◆ Determine Public / Airline Interest
- ◆ Enhance Part 139 Certification
 - Purchase Fire Equipment and Building
 - Hire & Train Fire & Management Staff
 - Develop Terminal Facilities
 - Implement Snow Removal (As Needed)



Commercial Service Nearby

- ◆ Mammoth Lakes – United Express & Alaska (35 miles by car)
- ◆ Bishop – No Service - Ended 1993
- ◆ Inyokern – United Express Ended in 2013 (130 miles by car)



Airport Comparisons

- ◆ **Site Characteristics**
- ◆ **Operational Characteristics**



Site Characteristics

<u>SITE CHARACTERISTICS</u>	<u>MAMMOTH</u>	<u>BISHOP</u>	<u>INYOKERN</u>
ACREAGE (ACRES)	230	895	1640
SNOW	HEAVY	NIL	NIL
WIND/CROSSWINDS	STRONG	MINIMAL	MINIMAL
DISTANCE TO TOWN (MILES)	10	2	1
DISTANCE TO BISHOP	35	2	135
AIRLINES	2	0	0
CARGO/EXPRESS	0	2	1
FIRE TANKER BASE	NO	YES	NO
HANGAR SPACE AVAILABLE	LIMITED	NOT LIMITED	NOT LIMITED
APRON SPACE AVAILABLE	LIMITED	NOT LIMITED	NOT LIMITED



Operational Characteristics

OPERATIONAL CHARACTERISTICS	MAMMOTH	BISHOP	INYOKERN
ELEVATION	7135	4120	2457
FEDERAL NAVAIDS	0	2	0
APPROACH MINIMUMS (FEET)	1300	300 SPECIAL	800
RUNWAY - NUMBER	1	3	3
RUNWAY - LENGTH (FEET)	7000	7500	7100
RUNWAY - WIDTH (FEET)	100	150	75
RUNWAY - STRENGTH (DDT) POUNDS	130,000	240,000	80,000
RUNWAY - DIRECTIONAL USE	LIMITED	NO LIMIT	LIMITED
RUNWAY LATERAL CLEARANCE	LIMITED	UNLIMITED	UNLIMITED
RUNWAY NIGHT USE	LIMITED	UNLIMITED	UNLIMITED
LARGER AIRLINE AIRCRAFT POSSIBLE	LIMITED	NOT LIMITED	LIMITED
AIRLINE CANCELLATIONS	FREQUENT	N/A	N/A



FAA & State Funding

- ◆ **FAA for General Aviation Airports - \$150,000/yr Entitlement**
- ◆ **FAA for Commercial Service Airports - \$1Million/yr Entitlement**
- ◆ **State Aeronautics for GA - \$10,000/yr Grant & 4.5% of FAA match (for GA Facilities Only)**

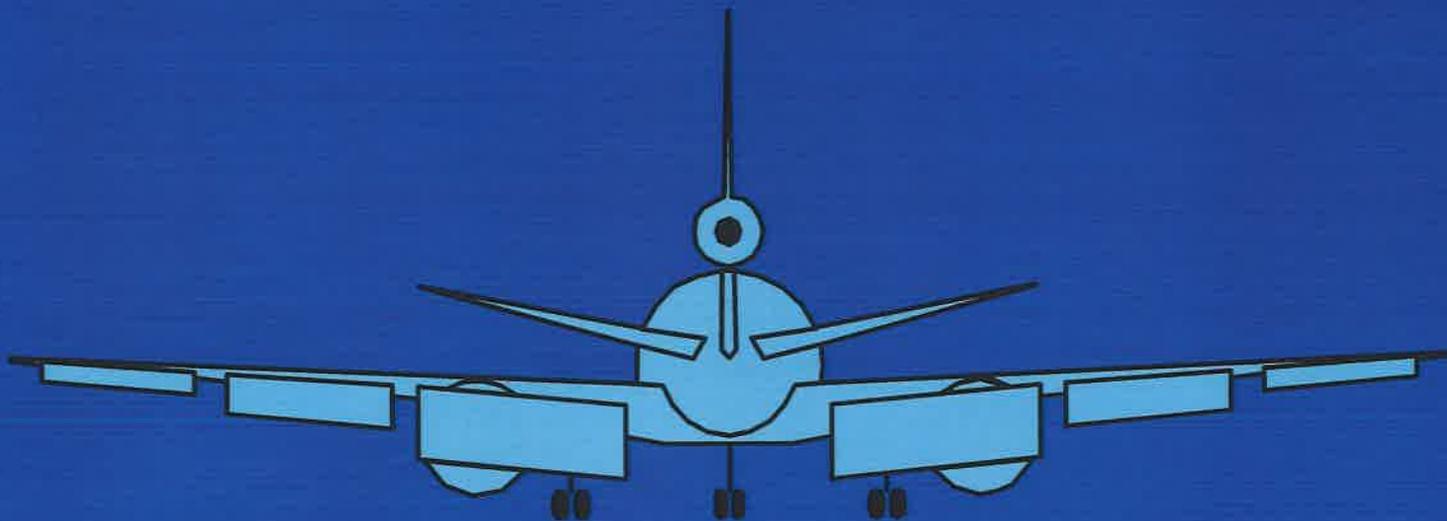


Future Meetings

- ◆ NIAAC
- ◆ City of Bishop
- ◆ Inyo County Board of Supervisors



THE END



24



August 15, 2014

Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Dear Supervisors:

The Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Friday, September 19, 2014, at 6:00 a.m., through Sunday, September 21, 2014 at midnight, so that ICA can hold the 23rd annual Millpond Music Festival.

We have booked the line-up for the Festival. Inyo and Mono County students through eighth grade will be admitted free. Free tickets are also offered to underserved constituents including Owens Valley seniors and the Owens Valley Native American tribes.

In addition, many of the Millpond performers will be giving performances at Inyo County schools before and after the festival.

Thank you for your continued support and cooperation.

Sincerely,

Lynn Cooper
Executive Director

RECEIVED
2014 AUG 21 AM 9:00
INYO COUNTY
ADMINISTRATOR
CLERK



Parks and Recreation
163 May Street
Bishop, California 93514



TEL. (760) 873-5577
FAX. (760) 873-5599
E-MAIL: phennarty@inyocounty.us

SPECIAL EVENT / FACILITY USE AGREEMENT

Date: 8-14-14

Facility Location/Area Requested: Millpond County Park

Applicant/Sponsoring Organization: Inyo Council for the Arts

Name: 137 S. Main St.

Address: Bishop CA 93514

City: Bishop State: CA Zip Code: 93514

Contact Person: Lynn Cooper Telephone Number: 760-873-8014

Purpose of Event: Weekend music festival

Activities (Be Specific): Music, art show, workshops, kids activities

Dates: Sept 19-21, 2014 Time: 8:00 am Fri to 10:00 pm Sun

Anticipated Attendance: 2000

General Public: Yes No

Alcohol on Premises? Yes No *Brown's concession*

Will you be using a caterer? Yes No If so, name: food vendors - will submit list to environmental health.

Will you be using a Bounce House? Yes No (If yes, an additional \$50 will be required from the Bounce House operator and a certificate of insurance will be required)

Provisions made for: Clean up Yes No
(Please bring extra trash bags, do not over fill trash cans)

Security: Yes No

Admission Charges: Yes No

Fundraiser: Yes No

Special Requests: recycling container

I have read the County of Inyo's Fees, Rules and Regulations for the Use of Group Picnic Areas and Community Buildings and know the contents thereof. By signing this document, I personally, or on behalf of the organization I am authorized to represent, bind the organization or myself to the terms and conditions set forth therein.

Applicant: Lynn Cooper
Signature

Risk Management:
Approved - No Insurance Required

Director of Parks & Recreation

Approved - Insurance Required

FEES

Enclose two (2) checks or money orders made payable to Inyo County Parks and Recreation:

- a. \$50.00 check/money order for the Day Use Fee.
- b. \$150.00 check/money order, refundable deposit (if you are serving alcohol at your event, please include an additional \$100.00 in your deposit AND provide Proof of Insurance).

All items – Agreement Form, Day Use Fee, and Deposit should be submitted at least two (2) weeks prior to your event.

ALCOHOL REGULATIONS

- A. Alcohol Beverages Permitted. The use of alcohol will be covered by insurance as detailed in Ordinance 1024, Section 12.18.100.
- B. Use of Alcoholic Beverages Must be Approved. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The Director of Parks and Recreation reserves the right to place restrictions on the use of alcoholic beverages in accordance with State law, County policy and concessionaire agreement.

DAMAGE TO FACILITY OR EQUIPMENT

The permittee shall be responsible for any damage or loss to equipment or property. Any person, group, or permittee causing damage loss or extensive cleanup shall forfeit deposit and be required to pay any additional costs. The premises and facilities used must be restored to the condition in which found within the time specified in the permit. The permittee shall take care to see that no damage is done to the furniture or fixtures.

DAMAGE AND CLEANING DEPOSITS

Deposits are in part or totally refundable, depending on the results of a staff inspection of premises to determine County costs associated with permittee's use for cleanup or repairs. Actual labor costs for cleanup, replacement, or repair costs for equipment, furnishings or property shall be assessed against the deposit. If costs exceed the deposit, the Director of Parks and Recreation, or their designee, shall seek restitution from the permittee.

INSURANCE REQUIREMENTS

If, in the judgment of the Risk Manager, or designee, the risk of the event warrants such, permittee shall be required to procure and maintain, for the time period of at least one day prior to the event and ending no less than one day after the event, a policy of broad form comprehensive general liability insurance with minimum coverage levels as determined by the Risk Manager or designee. Said level of insurance shall be per occurrence combined single limit for bodily injury liability and property liability, including premises and operation. If alcoholic beverages will be served or sold, said policy shall specifically include liquor liability coverage. **To obtain Special Event insurance through the county, please contact the Risk Management Administrative Analyst at 760-872-4371 or 760-878-0335, at least 14 days prior to event.**

CONDUCT OF PERSONS

Permittee shall be responsible for the orderly conduct of all persons using the premises by its invitation, whether expressed or implied, during all times covered by the facility use agreement issued by the Director of Parks and Recreation.

At the discretion of the Director of Parks and Recreation, permittee may be requested to provide security personnel for the special event.

ADVERTISING, SOLICITATION AND SALES. GROUPS AND/OR INDIVIDUALS SHALL NOT:

A. Distribute any handbills or circulars, post, place or erect bills, notice, paper or advertising device or matter of any kind, without prior approval from the Director of Parks and Recreation. No placement of any of the above will be permitted on trees. Prior publication of events shall not take place until necessary permits, insurance review and fees are paid.

B. Sell or offer for sale any merchandise, articles, or things whatsoever, or practice, carry on, conduct or solicit for any trade, occupation, business or profession, without prior approval from the Director of Parks and Recreation.

DEFENSE AND INDEMNIFICATION

Permittee, its officers, employees and members shall defend, indemnify and hold harmless the 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 event for which this permit is issued. Permittee'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. Permittee's obligation under this section extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part by any act or omission of the permittee, its officers, employees, members, representatives, invitees or any member of the public attending the event for which this permit is issued.