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.

June 2, 2015

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

CLOSED SESSION

2. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, 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: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

4. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1)*** – *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate.)

5. ***CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]*** - decision whether to initiate litigation (two cases).

OPEN SESSION

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

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

7. ***PUBLIC COMMENT***

8. ***INTRODUCTION*** – Dustlyne Beavers, a Re-Entry Service Coordinator in the Health and Human Services Department will be introduced to the Board

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

9. ***Risk Management*** – Request approval of Amendment No. 2 to the Contract between the County of Inyo and John D. Kirby, A.P.C., for the provision of litigation services, increasing the Contract amount by $25,000 to a total amount not to exceed $250,000; and authorize the Chairperson to sign.

AGRICULTURAL COMMISSIONER

10. Request Board A) declare Gaines Measurement & Control, Inc., a sole-source provider of bell provers and B) approve the purchase of one reconditioned 2 ft. bell prover for the purpose of verifying the accuracy of gas meters from Gaines Measurement & Control, Inc., in an amount not to exceed $17,740.

HEALTH AND HUMAN SERVICES

11. ***Behavioral Health Services*** – Request approval of the Contract between the County of Inyo and the State of California Dept. of Health Services for the provision of County mental health services for the period of July 1, 2015 through June 30, 2016; authorize the Mental Health Director to sign the agreement and Certification Clause; and transmit a signed copy to the Clerk of the Board for the Board's files.

12. ***Behavioral Health Services*** – Request approval of the Contract between the County of Inyo and Crestwood Behavioral Health Inc., for residential placement for adults in a locked facility or an enhanced board and care, for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed $30,000, contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sign.

13. ***Behavioral Health Services*** – Request approval of the Contract between the County of Inyo and Merced Behavioral Health Center for residential placement for adults in a locked facility, for the period of July, 2015 through June 30, 2016, in an amount not to exceed $35,000 contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sign.

14. ***Health Services*** – Request approval of Agreement No. 14-10895 between the County of Inyo and the California Department of Public Health, implementing a project for Ebola preparedness and response for the period of July 2, 2015 through September 30, 2016, in the amount of $65,379, contingent upon the Board's adoption of future budgets; authorize the Health and Human Services Director to sign the Agreement, the Certification Regarding Lobbying, the Non-Supplantation Certification, and the Letter of Acceptance; and transmit a signed copy to the Clerk of the Board for the Board's files.

15. ***Mental Health Services*** – Request Board A) declare I.D.E.A. Consulting a sole source provider of certain behavioral health consultation services for the FY 2015-16; and B) approve the Contract and the HIPAA Business Associate Agreement between the County of Inyo and I.D.E.A. Consulting for behavioral health consultation service for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed $20,000, contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sign.

16. ***Mental Health Services*** – Request Board A) declare Gary Ernst a sole source provider of certain mental health fiscal consultation services for FY 2015-16; and B) approve the Contract and HIPPA Business Associate Agreement between the County of Inyo and Gary C. Ernst for fiscal consulting services for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed $15,000, contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sign.

17. ***Social Services*** – Request approval of the Contract between the County of Inyo and the Regents of the University of California on behalf of its Davis Campus University Extension, for training services for the period of July 1, 2015 through June 30, 2016, in an amount not to exceed $77,025, contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sing.

ROAD DEPARTMENT

18. Request award and approve the Contract between the County of Inyo and Granite Construction Company for the purchase of plant mixed asphalt products, for the period of May 15, 2015 through June 30, 2016, in an amount not to exceed $64,800 including sales tax; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SHERIFF

19. Request Board declare the California Department of Justice as a sole source provider of fingerprint processing and verification services and approve the purchase of fingerprint processing and verification services from the California Department of Justice in the amount of $5,000.

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

20. ***CHILD SUPPORT SERVICES*** – Request Board find that, consistent with the adopted Authorized Position Review Policy: a) the availability of funding for a Child Support Officer position comes from the Child Support Fund, as certified by the Director of Child Support Services and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of Child Support Officer I at Range 57 ($3,046 - $3,701), or II at Range 60 ($3,271-$3,973) depending on qualifications.

21. ***SHERIFF'S DEPARTMENT*** – Request Board find that, consistent with the adopted Authorized Position Review Policy: a) the availability of funding for a Gate Attendant position exists, as certified by the Department Head and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; and C) authorize the hiring of an Animal Services Supervisor at Range 64 ($3,375 - $4,539).

22. ***COUNTY ADMINISTRATOR – Recycling and Waste Management*** – Request Board find that, consistent with the adopted Authorized Position Review Policy: a) the availability of funding for Gate Attendant position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure sufficient applicants apply; and C) approve the hiring of one Gate Attendant at Range 48 ($2,581 - $3,128).

23. ***AGRICULTURAL COMMISSIONER*** – Request approval of the Contract between the County of Inyo and SCI Consulting Group for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and the 2005 Mosquito Control and Disease Prevention Assessment for the period of July 1, 2015 through June 30, 2018, at the rate of $37,500 per year, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

24. ***HEALTH AND HUMAN SERVICES – Behavioral Health Services*** – Request Board ratify and approve Amendment No. A01 to the Agreement between the County of Inyo and the California Department of Health Care Services for the provision of substance use disorder services, increasing funding for FY 2014-15 by $15,764 for a total amount for the three year period of the Contract to $1,257,275, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

25. ***PLANNING*** – Request Board accept a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

26. ***PLANNING*** – Request Board review draft correspondence to the BLM regarding the West Mojave Route Network Project and Plan Amendment Environmental Impact Statement; and authorize the Chairperson to sign.

27. ***WATER DEPARTMENT*** – Request Board

A) approve language for and the Grant Agreement between the County of Inyo and the State Water Resources Control Board for the purchase and installation of a drinking water vending machine and associated infrastructure and connections, and one year of operation and maintenance, for the period of April 30, 2014 through February 28, 2017; authorize the Water Director to sign any documentation to accept and utilize the Grant, contingent upon the MOU being signed by the Southern Inyo Fire Protection District, and transmit a copy to the Clerk of the Board for the Board's files;

B) amend the Water Department Budget Unit 024102 by (a) increasing revenue in State Grants *(Revenue Code #4498)* by $80,221; (b) increasing appropriations in Professional Services *(Object Code #5265)* by $80,221 for FY 2014-15, contingent upon the Budget Officer's concurrence; *(4/5's vote required)*; c) direct staff to include any balances left from all grant funding for this project in the FY 2014-15 budget, in FY 2015-16 Water Department Budget Unit 024102, contingent upon the Board's adoption of a FY 2015-16 budget, contingent upon the Board's adoption of a FY 2015-16 budget; and

C) approve the Memorandum of Understanding between the County of Inyo and Southern Inyo Fire Protection District for the District to be responsible for operation, testing, and repair of the vending machine; and authorize the Water Director to sign and transmit a copy to the Clerk of the Board for the Board's files.

28. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.

29. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.

30. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.

31. ***COUNTY ADMINISTRATOR - Emergency Services*** – Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.

32. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors meetings of A) May 5, 2015; B) May 12, 2015; and C) May 19, 2015.

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

11:00 a.m.

33. ***WATER DEPARTMENT*** - Request Board A) consider the attached draft agenda for the June 4, 2015 Inyo/LA Standing Committee meeting to be held in Independence, and provide direction to the County's Standing Committee representatives; and B)

34. ***WATER DEPARTMENT*** – Request Board receive an update and consider approving letters to the State Lands Commission, and possibly the California Department of Fish & Wildlife regarding water requirements on the Owens Lake in light of drought conditions and recent State water regulations.

CORRESPONDENCE - ACTION

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

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

36. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

AGENDA

INYO COUNTY/LOS ANGELES STANDING COMMITTEE

11:00 a.m.
June 4, 2015

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

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

1. **Action Item:** Approval of documentation of actions from May 7, 2015 meeting.

2. Runoff and operations update
   a. Eastern Sierra runoff and operations
   b. Water availability for Owens Valley and Los Angeles
   c. First six-month Operations Plan

3. **Action item:** Program for reasonable reductions in irrigation water supply for Los Angeles-owned lands in Owens Valley, for recreation and wildlife projects, for projects implemented as part of the Inyo/Los Angeles Long Term Water Agreement, projects associated with the 1997 Memorandum of Understanding, and for enhancement/mitigation projects.

4. **Action item:** Consideration of Standing Committee approval of reductions in water supplied to the McNally Ponds and Pasture Enhancement/Mitigation Project.

5. Public Comment.

6. Confirm schedule for future Standing Committee meetings.

7. Adjourn.

Standing Committee meeting protocols (Adopted May 11, 2011)

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.

The LTWA further provides that:

Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.

2. A Chairperson from the hosting entity will be designated for each meeting.

3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.

4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.

5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.

6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.

7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.

8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.

9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.

10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

Consent Departmental ☐ Correspondence Action ☐ Public Hearing

Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Risk Management

FOR THE BOARD MEETING OF June 2, 2015

SUBJECT: Contract Amendment #2 between County of Inyo and John D. Kirby, A.P.C

DEPARTMENTAL RECOMMENDATION:

Request Board approve amendment #2 to the contract between the County of Inyo and John D. Kirby, A.P.C. for the provision of litigation services, increasing the contract amount by $25,000 to a total contract amount of $250,000 and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

This amendment increases the contract limit by $25,000. Current lawsuits against the County have necessitated the need for the increase. This amount should be sufficient to cover these litigation costs going forward.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT

County Counsel

FINANCING:

Risk Management Budget Unit 500903 has sufficient budget to cover this increase.

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 Lemp-Williams Approved: ✓ Date 05/21/15
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 5/21/15
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 05-19-2015

DEPARTMENTHEADSIGNATURE: Date: 05-19-2015

(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
John D. Kirby, A.P.C.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and John D. Kirby, A.P.C., of San Diego, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 15, 2014, on County of Inyo Standard Contract No. 123, 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:

E. Limit upon amount payable under Agreement: The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental, travel and per diem expenses, if any shall not exceed $250,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services work performed, including incidental, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is June 2, 2015.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
John D. Kirby, A.P.C.
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
JOHN D. KIRBY, A.P.C.

By: _____
Signature

JOHN D. KIRBY
Type or Print

Dated: 5/20/2015

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M Burton
County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER

10

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: (A) Declare Gaines Measurement & Control , Inc. Sole-Source Provider of (1) reconditioned bell prover for FY 2014/2015; and; (B) Approve (1) purchase order to Gaines Measurement & Control, Inc. for fiscal Year 2014/2015.

DEPARTMENTAL RECOMMENDATION:

That your Board approve: A) Making Gaines Measurement & Control, Inc. a sole-source provider. B) Approve (1) purchase order to Gaines Measurement Inc., in the amount of $17,740 for Agriculture Weights & Measures, Budget Unit 023300, Expenditure Code 5650, for the purchase of (1) reconditioned 2' bell prover for the purpose of verifying the accuracy of gas meters.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The department's current vapor meter testing equipment is no longer accepted as accurate, nor can it be calibrated by the state metrology lab. The Bell prover is used to push a pre-measured amount of air through a complaint vapor meter and the indications are compared for a pass or fail test.

Due to the fact that a new bell prover runs approximately $185,000 it is extremely difficult to find a used/reconditioned bell prover. After contacting several companies Gaines Measurement & Control, Inc. was the only provider of a used/reconditioned bell prover. Purchasing a new bell prover is cost prohibitive to our department.

ALTERNATIVES:

Not approving this request; possibly limiting the ability to test the accuracy of complaint vapor meters

OTHER AGENCY INVOLVEMENT:

FINANCING:

Adequate funds in Agriculture Budget Unit 023300, Expense Object Code 5650 have been allocated in the department's requested fiscal year 2014/2015 budget for this request.

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 5-20-15
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) _____ FOR NATHAN REASE Date: 5/21/15

GAINES MEASUREMENT & CONTROL, INC.

107 Trade Center DrivE
P.O.BOX 361425
Birmingham, AL 35244
(205)985-4246, Fax (205)987-0004

To:
Inyo/Mono Agriculture
Weights and Measures Department
Owens Valley Mosquito Abatement Program

QuoteNo.AM 41715JG

4/17/2015

Item	Qty	Description	Price Ea
1		RECONDITIONED 2' BELL PROVER , INCLUDING ALL STRAPPING DATA AND EQUIPMENT UP TO THE BYPASS VALVE INCLUDES CRATING (Not Freight). FOB SHIPPING POINT NET 30 WITH APPROVED CREDIT EST 4-6 WKS TO SHIP	15,500.00
		ESTIMATED FREIGHT	1,000.00

FOB FACTORY

Net 30 days

For Clerk's Use Only:
AGENDA NUMBER

11

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Approval of Mental Health Performance Contract (15-92093) with the State Department of Health Care Services for the period July 1, 2015 through June 30, 2016.

DEPARTMENTAL RECOMMENDATION:
Request Board approve the performance contract between Inyo County Mental Health and the State of California, Department of Health Care Services for the provision of county mental health services for the one-year period of July 1, 2015 and June 30, 2016 and designate the HHS Deputy Director of Behavioral Health, in her role as the County Mental Health Director, to sign both copies of each contract as well as complete the Certification Clause.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Standard Performance contract sets forth the conditions that the Counties must meet to receive funds as related to the Mental Health Services Act (MHSA), Projects for Assistance in Transition from Homelessness (not accessed in Inyo), Community Mental Health Services Grant (MHSBG), and community mental health services provided with realignment funds not related to Medi-Cal services. The contract reflects the mental health programs in the Governor's mental health budget. It is the agreement by the County to comply with the statutory regulations and requirements that govern the planning, use, tracking and reporting of the mental health funds. The program specifications as related to MHSA are spelled out in detail. There are also general provisions such as maintenance of effort, program principles, reimbursement methods, quality assurance and improvement, performance outcomes, patients' rights, and record keeping as well as reference to the regulations that govern these areas. The performance contract includes exhibits that address information confidentiality and security requirements, including the HIPPA Business Associate's Agreement, and two copies of the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration.

ALTERNATIVES:
Your Board could deny approval of the performance contract. They are, however, the standard performance agreement that allows the County to access the various Mental Health funds.

OTHER AGENCY INVOLVEMENT:
Mental Health and Substance Use Disorder programs are integrated as the Behavioral Health division of the HHS Department. Behavioral Health works with other HHS divisions as well as other county and community agencies such as health care, law enforcement, and schools.

FINANCING:

There is no actual dollar amount specified in this contract as it is a performance contract that outlines the conditions under which funds will be released. The funds referred to in this contract are brought in as revenue into the Mental Health budget (045200).

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: 5-22-18
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 5/25/2018
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: 5/27/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Date: 5-27-18

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213_DHCS (Rev. 09/14)

REGISTRATION NUMBER	AGREEMENT NUMBER
	15-92093

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

STATE AGENCY'S NAME (Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

CONTRACTOR'S NAME (Also referred to as Contractor)

Inyo County Mental Health

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: $ 0 Zero dollars

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

Exhibit A – Program Specifications (including Special Terms and Conditions)	13 pages
Exhibit A – Attachment I – Request for Waiver	1 page
Exhibit B – Funds Provision	1 page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D – Information Confidentiality and Security Requirements	7 pages
Exhibit E – Privacy and Information Security Provisions (including Attachment A)	32 pages
Exhibit E – Attachment B – Information Security Exchange Agreement betwee the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS)	70 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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

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 Mental Health		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Gail Zwier, Director		
ADDRESS 162 J Grove Street Bishop, CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME Department of Health Care Services		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Don Rodriguez, Chief, Contract Management Unit		[X] Exempt per: W&I Code §14703
ADDRESS 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

Exhibit A
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Projects for Assistance in Transition from Homelessness (PATH) and Community Mental Health Services Grant (MHBG) programs and oversees county provision of community mental health services provided with realignment funds. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (W&I) sections 5650(a), 5847, and Title 9, California Code of Regulations (CCR), section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations (W&I §§ 5610 and 5651.)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

4. Project Representatives

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

Department of Health Care Services	**Contractor Name**
Contract Manager: Dina Kokkos-Gonzales Telephone: (916) 552-9055 Fax: (916) 440-7620 Email: Dina.Kokkos@dhcs.ca.gov	Contract Manager: Gail Zwier, PhD Telephone: (760) 873-6533 Fax: (760) 873-3277 Email: gzwier@inyocounty.us

B. Direct all inquiries to:

Exhibit A
Program Specifications

Department of Health Care Services	**Contractor's Name**
Mental Health Services Division/Program Policy Unit Attention: Dee Taylor 1500 Capitol Avenue, MS 2702 P.O. Box Number 997413 Sacramento, CA, 95899-7413	Attention: Gail Zwier 162 J Grove Street Bishop, CA 93514
Telephone: (916) 552-9536 Fax: (916) 440-7620 Email: Dee.Taylor@dhcs.ca.gov	Telephone: (760) 873-6533 Fax: (760) 873-3277 Email: gzwier@inyocounty.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. Services to be Performed

County shall adhere to the program principles and, to the extent funds are available, County shall provide the array of treatment options in accordance with Welfare and Institutions Code sections 5600.2 through 5600.9, inclusive.

A. GENERAL REQUIREMENTS FOR AGREEMENT

County shall comply with all of the requirements Section A.1 of this Provision for all County mental health programs, including those specified in Sections B, C and D. County shall provide all of the data and information specified in Section A.2 to the extent that the data and information is required for each of the County mental health programs, including those specified in Sections B, C and D of this Provision, for which it receives federal or State funds.

1) W&I section 5651 provides specific assurances, listed below, that must be included in this Agreement. County shall:

   a. Comply with the expenditure requirements of W&I Section 17608.05,

   b. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with Section 5000) and Part 1.5 (commencing with Section 5585) of Division 5 of the Welfare and Institution Code,

   c. Comply with all of the requirements necessary for Medi–Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with Section 5700) of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,

   d. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to W&I section 5604.2,

   e. Comply with all provisions and requirements in law pertaining to patient rights,

Exhibit A
Program Specifications

f. Comply with all requirements in federal law and regulation pertaining to federally funded mental health programs,

g. Provide all data and information set forth in Sections 5610, 5664 and 5845(d)(6) of the Welfare and Institutions Code,

h. If the County elects to provide the services described in Chapter 2.5 (commencing with Section 5670) of Division 5 of the Welfare and Institution Code, comply with guidelines established for program initiatives outlined in this chapter, and

i. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

2) County shall comply with all data and information submission requirements specified in this Agreement.

a. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its mental health programs and services, including but not limited to its MHSA programs, PATH grant (if the County receives funds from this grant) or MHBG grant. These federal and State laws include, Title 42, United States Code, sections 290cc-21 through 290cc-35 and 300x through 300x-9, inclusive, W&I sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.

b. County shall comply with the reporting requirements set forth in Division 1 of Title 9 of the California Code of Regulations (CCR) and any other reporting requirements for which County receives federal or State funding source for mental health programs. County shall submit complete and accurate information to DHCS including, but not limited, to the following:

i. Client and Service Information (CSI) System Data (See Subparagraph c of this Paragraph)

ii. MHSA Quarterly Progress Reports, as specified in Title 9, CCR, section 3530.20. MHSA Quarterly Progress Reports provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

iii. Full Service Partnership Performance Outcome data, as specified in Title 9, CCR, section 3530.30.

iv. Consumer Perception Survey data, as specified in Title 9, CCR, section 3530.40.

v. County shall submit the Annual Mental Health Services Act Revenue and Expenditure Report to DHCS and the Mental Health Services Oversight and Accountability Commission (MHSOAC), pursuant to W&I section 5899(a) and Title 9, CCR, section 3510 and DHCS-issued guidelines.

c. County shall submit CSI data to DHCS, in accordance with the requirements set forth in the DHCS' CSI Data Dictionary. County shall:

Exhibit A
Program Specifications

i. Report monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.

ii. Report within 60 calendar days or be in compliance with an approved plan of correction the DHCS's CSI Unit.

iii. Make diligent efforts to minimize errors on the CSI error file.

iv. Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

d. In the event that DHCS or County determines that changes requiring a change in County's or DHCS' obligation must be made relating to either the DHCS' or County's information needs due to federal or state law changes or business requirements, both the DHCS and County agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

e. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report, due to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws regulations and DHCS-issued guidelines.

f. If applicable to a specific federal or State funding source covered by this Agreement, County shall comply with W&I section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If the health facility does not have specific separate housing arrangements, treatment staff, and treatment programs designed to serve children or adolescents it must request a waiver of this requirement from DHCS as follows:

i. If this requirement creates an undue hardship on County, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement, to DHCS.

ii. DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, it shall comply with the provision of W&I section 5751.7.

iii. County shall submit, the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I, including responses to items 1 through 4 and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.

Execution of this Agreement shall not constitute approval of any waiver submitted pursuant to this section.

Exhibit A
Program Specifications

Any waiver granted in the prior fiscal year's contract shall be deemed to continue until either party chooses to discontinue it. Execution of this contract shall continue independently of the waiver review and approval process.

iv. In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be sent immediately to: Licensing and Certification Section, Program Oversight and Compliance Branch, California Department of Health Care Services, P.O. Box 997413, MS 2703, Sacramento, CA 95899-7413, Phone: (916) 319-0985.

v. Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Mental Health Director.

g. If County chooses to participate in the Assisted Outpatient Treatment program (AOT) Demonstration Project Act of 2002 it shall be required to comply with all applicable statutes including, but not limited to, W&I sections 5345 through 5349.5, inclusive. In addition, County shall submit to DHCS any documents that DHCS requests as part of its statutory responsibilities in accordance with DHCS Letter No.: 03-01 dated March 20, 2003.

h. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31st following the close of the fiscal year in accordance with County's existing or future mental health programs applicable federal and State law. State law includes at least W&I section 5705, applicable regulations and DHCS-issued guidelines. The cost report shall be certified by the mental health director and one of the following: the County mental health departments chief financial officer (or equivalent), and individual who has delegated authority to sign for, and reports directly to the county mental health department's chief financial officer (or equivalent), or the county's auditor-controller (or equivalent) . Data submitted shall be full and complete. The County shall also submit a reconciled cost report certified by the mental health director and the county's auditor-controller as being true and correct, no later than 18 months after the close of the following fiscal year.

If the County does not submit the cost reports by the reporting deadlines or does not meet the other requirements, DHCS shall request a plan of correction with specific timelines (W&I §5897 (d)). If County does not submit cost reports by the reporting deadlines or the County does not meet the other requirements, DHCS may, after a hearing held with no less than 20 days-notice to the county mental health director (W&I § 5655) withhold payments from the MHS Fund until the County is in compliance with W&I section 5664.

B. THE MENTAL HEALTH SERVICES ACT PROGRAM

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to W&I section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on incomes in excess of $1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development

Exhibit A
Program Specifications

and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the county meets the MHSA and MHS Fund requirements. (W&I section 5651(c).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) by December 31st following the close of the fiscal year in accordance with W&I sections 5705 and 5899, regulations and DHCS-issued guidelines. The RER shall be certified by the mental health director and the County's auditor-controller (or equivalent), using the DHCS-issued certification form. Data submitted shall be full and complete.

If County does not submit the RER by the reporting deadlines or the RER does not meet the requirements, DHCS shall request a plan of correction with specific timelines (W&I § 5897(d)). If the RER is not timely submitted, or does not meet the requirements, DHCS may, after a hearing held with no less than 20 days- notice to the county mental health director (withhold payments from the MHS Fund until the County submits a complete RER. (WIC 5655, 9 CCR 3510(c).

4) Distribution and Use of Local Mental Health Services Funds:

a. W&I section 5891 provides that, commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Service Fund, established by County pursuant to W&I section 5892(f), all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

b. County shall allocate the monthly Local MHS Fund in accordance with W&I section 5892 as follows :

i. Twenty percent of the funds shall be used for prevention and early intervention (PEI) programs in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840). The expenditure for PEI may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase.

Exhibit A
Program Specifications

ii. The balance of funds shall be distributed to County's mental health programs for services to persons with severe mental illnesses pursuant to Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850), for the children's system of care and Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), for the adult and older adult system of care.

iii. Five percent of the total funding for the County's mental health programs established pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850) shall be utilized for innovative programs in accordance with W&I sections 5830, 5847 and 5848.

iv. Programs for services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), and Part 4 of Division 5 of the Welfare & Institutions Code (commencing with Section 5850) may include funds for technological needs and capital facilities, human resource needs, and a prudent reserve to ensure services do not have to be significantly reduced in years in which revenues are below the average of previous years. The total allocation for these purposes shall not exceed 20 percent of the average amount of funds allocated to County for the previous five years.

v. Allocations in Subparagraphs i. through iii. above, include funding for annual planning costs pursuant to W&I section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include moneys for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process and for the planning and implementation required for private provider contracts to be significantly expanded to provide additional services.

c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (W&I §§ 5813.5(b), 5878.3(a) and 9 CCR 3610(d).

d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing state or county funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in W&I section 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (W&I § 5891.)

e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to W&I section 5847. (W&I § 5892(g).)

5) Three-Year Program and Expenditure Plan and Annual Updates:

a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and the Department of Health Care Services (DHCS) within 30 calendar days after adoption. The three-year program and expenditure plan and annual updates shall include all of the following:

Exhibit A
Program Specifications

i. A program for Prevention and Early Intervention (PEI) in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commending with Section 5840).

ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with Section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County.

iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800).

iv. A program for innovations in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with Section 5830). Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission.

v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting.

vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with Section 5820) and Title 9, CCR, section 3830(b).

vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850), during years in which revenues for the MHS Fund are below recent averages adjusted by changes in the state population and the California Consumer Price Index.

viii. Certification by County's mental health director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements.

ix. Certification by County's Mental Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA.

b. County shall include services in the programs described in Subparagraphs 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16

Exhibit A
Program Specifications

years old to 25 years old, including the needs of transition age foster youth pursuant to W&I section 5847(c).

c. County shall prepare expenditure plans for the programs described in Subparagraphs 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan update shall indicate the number of children, adults, and seniors to be served, and the cost per person. (W&I § 5847(e)).

d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act funded by the MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the California Mental Health Director's Association. (W&I § 5848(c)). County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.

e. County's three-year program and expenditure plan and annual update shall consider ways to provide services that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in state prison or parolees from state prisons. (W&I § 5813.5(f))

6) Planning Requirements and Stakeholder Involvement:

a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interest. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholders interest and any interested party who has requested a copy of the draft plans. (W&I § 5848(a))

b. County's mental health board, established pursuant to W&I section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and make recommendations to County's mental health department for amendments. (W&I § 5848(b) and Title 9, CCR, § 3315.)

7) County Requirements for Handling MHSA Funds

a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and

Exhibit A
Program Specifications

the interest earned on the investments shall be transferred into the Local MHS Fund. (W&I § 5892(f).)

b. The earnings on investment of these funds shall be available for distribution from the fund in future years. (W&I § 5892 (f).)

c. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to County which it has not spent for the authorized purpose within the three years shall revert to the State. County may retain MSHA Funds for capital facilities, technological needs, or education and training for up to 10 years before reverting to the State. (W&I § 5892(h).)

d. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in Title 2, CCR, Div. 2, Ch. 2, Subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html. (Government Code section 30200)

8) Department Compliance Investigations:

DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation DHCS may inspect and copy books, records, papers, accounts, documents and any writing as defined by Evidence Code Section 250 that is pertinent or material to the investigation of the County. For purposes of this Paragraph "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code §§ 11180, 11181, 11182 and W&I Code § 14124.2.)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (W&I § 5897(d).)

b. In accordance with Welfare and Institutions Code Section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, the director shall order County to appear at hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given twenty at least (20) day notice before the hearing.

c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of this code, any regulations including reporting, and that administrative sanctions are necessary, the Department may invoke any, or any combination of, the following sanctions:

i. Withhold part or all state mental health funds from County; and/or

Exhibit A
Program Specifications

ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance. (W&I § 5655.)

C. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) PROGRAM (Title 42, United States Code, sections 290cc-21 through 290cc-35, inclusive)

Pursuant to Title 42, United State Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

While county mental health programs serve thousands of homeless persons with realignment funds and other local revenues, the PATH grant augments these programs by providing services to approximately 8,300 additional persons annually. The county determines its use of PATH funds based on county priorities and needs.

If County wants to receive PATH funds, it shall submit its RFA responses and required documentation specified in DHCS' Request for Application (RFA). County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:
http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses in order to receive its PATH grant funds.

D. COMMUNITY MENTAL HEALTH SERVICES GRANT (MHBG) PROGRAM (Title 42, United States Code section 300x-1 et seq.)

DHCS awards federal Community Mental Health Services Block Grant funds (known as Mental Health Block Grant (MHBG)) to counties in California. The county mental health agencies provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED), adults and older adults with serious mental illnesses (SMI).

The MHBG funds provide the counties with a stable, flexible, and non-categorical funding base that the counties can use to develop innovative programs or augment existing programs within their SOC. The MHBG funds also assist the counties in providing an appropriate level of community mental health services to the most needy individuals in the target populations who have a mental health diagnosis, and/or individuals who have a mental health diagnosis with a co-occurring substance abuse disorder.

If County wants to receive MHBG funds, it shall submit its RFA responses and required documentation specified in DHCS' RFA. County shall complete its RFA responses in

Exhibit A
Program Specifications

accordance with the instructions, enclosures and attachments available on the DHCS website at:
http://www.dhcs.ca.gov/services/MH/Pages/MHBG.aspx.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses in order to receive its MHBG grant funds.

E. SPECIAL TERMS AND CONDITIONS

1. Audit and Record Retention

(Applicable to agreements in excess of $10,000)

a. County and/or Subcontractor(s) shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.

b. County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

d. County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
    1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
    2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. County and/or Subcontractor(s) shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

Exhibit A
Program Specifications

Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

2. Dispute Resolution Process

a. A Contractor/County grievance exists whenever there is a dispute arising from DHCS' action in the administration of an Agreement. If there is a dispute or grievance between County and DHCS, County must seek resolution using the procedure outlined below.
   1) County should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, County shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for County's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from County. The Branch Chief shall respond in writing to County indicating the decision and reasons therefore. If County disagrees with the Branch Chief's decision, County may appeal to the second level.
   2) When appealing to the second level, County must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. County shall include with the appeal a copy of the County's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch in organized or his/her designee shall meet with County to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to County within twenty (20) workings days of receipt of the County's second level appeal.

b. If County wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, County shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

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

3. Novation

a. If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Codes

_____ hereby requests a waiver for the following public or private health facilities pursuant to Section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the state policy regarding the provision of psychiatric treatment to minors.

2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.

3. Name, address, and telephone number of the facility

   - Number of the facility's beds designated for involuntary treatment
   - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
   - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.

4. The County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Codes 5150, 5585.50, and 5585.55.

Execution of this Agreement shall not constitute approval of this waiver. Full execution of this contract will continue independently of the waiver review and approval process.

Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it.

To rescind the county's designation of a designated facility, the county shall send a letter to the Department on official letterhead signed by the County Mental Health Director or his or her designee indicating that the county no longer designates the particular facility. If not otherwise specified by the host county in the letter to the Department, the discontinuance shall be effective the date the letter to the Department is postmarked and the facility shall no longer be approved as a designated facility as of this date.

Exhibit B
Funds Provision

1. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Inyo County Mental Health or to furnish any other considerations under this Agreement and Inyo County Mental Health shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Inyo County Mental Health to reflect the reduced amount.

Exhibit D

Information Confidentiality and Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

   A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

   Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure**. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

Exhibit D
Information Confidentiality and Security Requirements

6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

1) Personnel Controls

a. ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

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

c. ***Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

d. ***Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

a. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. ***Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

Exhibit D
Information Confidentiality and Security Requirements

c. ***Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

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

e. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

g. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

h. ***Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

i. ***System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

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

k. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If

Exhibit D
Information Confidentiality and Security Requirements

DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. ***Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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

n. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

a. ***System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. ***Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

c. ***Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4) Business Continuity / Disaster Recovery Controls

a. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. ***Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

a. ***Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that

Exhibit D
Information Confidentiality and Security Requirements

information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. ***Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

c. ***Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. ***Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.

e. ***Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

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

B. ***Security Officer.*** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to DHCS:

(1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then

Exhibit D
Information Confidentiality and Security Requirements

"Business Use" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

C. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, the Contractor shall take:

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

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

D. ***Investigation of Breach***. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

E. ***Written Report***. The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. ***Notification of Individuals***. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

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

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer

Exhibit D
Information Confidentiality and Security Requirements

See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

EXHIBIT E

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI): and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.

2. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

3. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1

HIPAA Business Associate Addendum

1. Recitals.

A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."

B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".

C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing

specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act. To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.

F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future

physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the

HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. **Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Exhibit E-1, Contractor may:

1) **Use and Disclose for Management and Administration**. Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of Data Aggregation Services**. Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department

with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. **Prohibited Uses and Disclosures**

1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure**. Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.

2) **Compliance with the HIPAA Security Rule**. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

3) **Security**. Contractor shall take any and all steps necessary to ensure

the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;

b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

4) **Security Officer**. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

5) **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.

6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.

7) **Contractor's Agents and Subcontractors**.

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical

safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests

for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

9) **Amendment of Department PHI**. To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.

10) **Internal Practices**. To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.

11) **Documentation of Disclosures**. To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:
http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the

operating environment; and

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

b. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. **Department Contact Information**. To direct communications to the above referenced Department staff,

the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:

a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or

b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.

14) **Sanctions and/or Penalties**. Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

1) **Permission by Individuals for Use and Disclosure of PHI**. Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

2) **Notification of Restrictions**. Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

3) **Requests Conflicting with HIPAA Rules**. Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.

4) **Notice of Privacy Practices**. Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1,Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).

2) **Termination for Cause**. In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

   a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

   b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

EXHIBIT E-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.

3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.

C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local

Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.

E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).

F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).

I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. **Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides

DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.

7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a. Initial Notice to the Department. (1) To notify the Department

immediately by telephone call or email or fax upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx .

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

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

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

regulations.

d. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

e. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29and as may be required under the IEA. Contractor shall bear all costs of required

notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

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

Department Program Contract	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

EXHIBIT E-3

Miscellaneous Terms and Conditions

Applicable to Exhibit E

1) **Disclaimer**. The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

2) **Amendment**. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

   a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or

   b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3) **Judicial or Administrative Proceedings**. Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or

has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4) **Assistance in Litigation or Administrative Proceedings**. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

5) **No Third-Party Beneficiaries**. Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6) **Interpretation**. The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8) **Regulatory References**. A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.

9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

10) **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.

12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.

13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14) **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

A. **Employee Training**. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

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

C. **Confidentiality Statement**. All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

D. **Background Check**. Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

A. **Workstation/Laptop encryption**. All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as

Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

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

C. **Minimum Necessary**. Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

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

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

F. **Patch Management**. All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

G. **User IDs and Password Controls**. All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

H. **Data Destruction**. When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.

I. **System Timeout**. The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

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

K. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. **Access Controls**. The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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

N. **Intrusion Detection**. All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. **System Security Review**. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

B. **Log Reviews**. All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

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

4. Business Continuity / Disaster Recovery Controls

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

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

5. Paper Document Controls

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

B. **Escorting Visitors**. Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction**. Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. **Removal of Data**. Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractors locations.

E. **Faxing**. Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in

error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

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

INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (STATE AGENCY)

A. PURPOSE: The purpose of this Information Exchange Agreement ("IEA") is to establish terms, conditions, and safeguards under which SSA will disclose to the State Agency certain information, records, or data (herein "data") to assist the State Agency in administering certain federally funded state-administered benefit programs (including state-funded state supplementary payment programs under Title XVI of the Social Security Act) identified in this IEA. By entering into this IEA, the State Agency agrees to comply with:

- the terms and conditions set forth in the Computer Matching and Privacy Protection Act Agreement ("CMPPA Agreement") attached as **Attachment 1**, governing the State Agency's use of the data disclosed from SSA's Privacy Act System of Records; and
- all other terms and conditions set forth in this IEA.

B. PROGRAMS AND DATA EXCHANGE SYSTEMS: (1) The State Agency will use the data received or accessed from SSA under this IEA for the purpose of administering the federally funded, state-administered programs identified in **Table 1** below. In **Table 1**, the State Agency has identified: (a) each federally funded, state-administered program that it administers; and (b) each SSA data exchange system to which the State Agency needs access in order to administer the identified program. The list of SSA's data exchange systems is attached as **Attachment 2**:

TABLE 1

FEDERALLY FUNDED BENEFIT PROGRAMS	
Program	**SSA Data Exchange System(s)**
[X] Medicaid	BENDEX/SDX/EVS/SVES/SOLQ/SVES I-Citizenship /Quarters of Coverage/Prisoner Query
☐ Temporary Assistance to Needy Families (TANF)	
☐ Supplemental Nutrition Assistance Program (SNAP- formally Food Stamps)	
☐ Unemployment Compensation (Federal)	
☐ Unemployment Compensation (State)	
☐ State Child Support Agency	
☐ Low-Income Home Energy Assistance Program (LI-HEAP)	
☐ Workers Compensation	
☐ Vocational Rehabilitation Services	

☐ Foster Care (IV-E)	
☐ State Health Insurance Program (S-CHIP)	
☐ Women, Infants and Children (W.I.C.)	
[X] Medicare Savings Programs (MSP)	LIS File
[X] Medicare 1144 (Outreach)	Medicare 1144 Outreach File
☐ *Other Federally Funded, State-Administered Programs (List Below)*	
Program	SSA Data Exchange System(s)

(2) The State Agency will use each identified data exchange system ***only*** for the purpose of administering the specific program for which access to the data exchange system is provided. SSA data exchange systems are protected by the Privacy Act and federal law prohibits the use of SSA's data for any purpose other than the purpose of administering the specific program for which such data is disclosed. In particular, the State Agency will use: (a) the **tax return data** disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to Section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(1)(8); and (b) the **citizenship status data** disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants. The State Agency also acknowledges that SSA's citizenship data may be less than 50 percent current. Applicants for SSNs report their citizenship data at the time they apply for their SSNs; there is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files a claim for benefits.

C. **PROGRAM QUESTIONNAIRE:** Prior to signing this IEA, the State Agency will complete and submit to SSA a program questionnaire for each of the federally funded, state-administered programs checked in **Table 1** above. SSA will not disclose any data under this IEA until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.

D. TRANSFER OF DATA: SSA will transmit the data to the State Agency under this IEA using the data transmission method identified in **Table 2** below:

TABLE 2

TRANSFER OF DATA
☐ Data will be transmitted directly between SSA and the State Agency.
[X] Data will be transmitted directly between SSA and the California Office of Technology (State Transmission/Transfer Component ("STC")) by the File Transfer Management System, a secure mechanism approved by SSA. The STC will serve as the conduit between SSA and the State Agency pursuant to the State STC Agreement.
☐ Data will be transmitted directly between SSA and the Interstate Connection Network ("ICON"). ICON is a wide area telecommunications network connecting state agencies that administer the state unemployment insurance laws. When receiving data through ICON, the State Agency will comply with the "Systems Security Requirements for SSA Web Access to SSA Information Through the ICON," attached as **Attachment 3**.

E. SECURITY PROCEDURES: The State Agency will comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines. In addition, the State Agency will comply with SSA's "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration," attached as **Attachment 4**. For any tax return data, the State Agency will also comply with the "Tax Information Security Guidelines for Federal, State and Local Agencies," Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service (IRS) website: http://www.irs.gov/pub/irs-pdf/p1075.pdf. This IRS Publication 1075 is incorporated by reference into this IEA.

F. CONTRACTOR/AGENT RESPONSIBILITIES: The State Agency will restrict access to the data obtained from SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this IEA. At SSA's request, the State Agency will obtain from each of its contractors and agents a current list of the employees of its contractors and agents who have access to SSA data disclosed under this IEA. The State Agency will require its contractors, agents, and all employees of such contractors or agents with authorized access to the SSA data disclosed under this IEA, to comply with the terms and conditions set forth in this IEA, and not to duplicate, disseminate, or disclose such data without obtaining SSA's prior written approval. In addition, the State Agency will comply with the limitations on use, duplication, and redisclosure of SSA data set forth in Section IX. of the CMPPA Agreement, especially with respect to its contractors and agents.

G. SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION ("PII"):

1. The State Agency will ensure that its employees, contractors, and agents:
   a. properly safeguard PII furnished by SSA under this IEA from loss, theft or inadvertent disclosure;
   b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
   c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
   d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
   e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.

2. If an employee of the State Agency or an employee of the State Agency's contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the State Agency official responsible for Systems Security designated below or his or her delegate. That State Agency official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified below. If, for any reason, the responsible State Agency official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within 1 hour, the responsible State Agency official or delegate must call SSA's Network Customer Service Center ("NCSC") at 410-965-7777 or toll free at 1-888-772-6661 to report the actual or suspected loss. The responsible State Agency official or delegate will use the worksheet, attached as **Attachment 5**, to quickly gather and organize information about the incident. The responsible State Agency official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.

3. SSA will make the necessary contact within SSA to file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of PII related to a data exchange under this IEA occurs.

4. If the State Agency experiences a loss or breach of data, it will determine whether or not to provide notice to individuals whose data has been lost of breached and bear any costs associated with the notice or any mitigation.

H. POINTS OF CONTACT:

FOR SSA

San Francisco Regional Office:

Ellery Brown
Data Exchange Coordinator
Frank Hagel Federal Building
1221 Nevin Avenue
Richmond CA 94801
Phone: (510) 970-8243
Fax: (510) 970-8101
Email: Ellery.Brown@ssa.gov

Data Exchange Issues:

Guy Fortson
Office of Electronic Information Exchange
GD10 East High Rise
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 597-1103
Fax: (410) 597-0841
Email: guy.fortson@ssa.gov

Systems Issues:

Pamela Riley
Office of Earnings, Enumeration & Administrative Systems
DIVES/Data Exchange Branch
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-7993
Fax: (410) 966-3147
Email: Pamela.Riley@ssa.gov

Systems Security Issues:

Michael G. Johnson
Acting Director
Office of Electronic Information Exchange
Office of Strategic Services
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-0266
Fax: (410) 966-0527
Email: Michael.G.Johnson@ssa.gov

FOR STATE AGENCY

Agreement Issues:

Manuel Urbina
Chief, Security Unit
Policy Operations Branch
Medi-Cal Eligibility Division
1501 Capitol Avenue, MS 4607
Sacramento, CA 95814
Phone: (916) 650-0160
Email: Manuel.Urbina@dhcs.ca.gov

Technical Issues:

Fei Collier
Chief, Application Support Branch
Information Technology Services Division
1615 Capitol Ave, MS 6100
Sacramento, CA 95814
Phone: (916) 440-7036
Email: Fei.Collier@dhcs.ca.gov

I. DURATION: The effective date of this IEA is January 1, 2010. This IEA will remain in effect for as long as: (1) a CMPPA Agreement governing this IEA is in effect between SSA and the State or the State Agency; and (2) the State Agency submits a certification in accordance with Section J. below at least 30 days before the expiration and renewal of such CMPPA Agreement.

J. **CERTIFICATION AND PROGRAM CHANGES:** At least 30 days before the expiration and renewal of the State CMPPA Agreement governing this IEA, the State Agency will certify in writing to SSA that: (1) it is in compliance with the terms and conditions of this IEA; (2) the data exchange processes under this IEA have been and will be conducted without change; and (3) it will, upon SSA's request, provide audit reports or other documents that demonstrate review and oversight activities. If there are substantive changes in any of the programs or data exchange processes listed in this IEA, the parties will modify the IEA in accordance with Section K. below and the State Agency will submit for SSA's approval new program questionnaires under Section C. above describing such changes prior to using SSA's data to administer such new or changed program.

K. **MODIFICATION:** Modifications to this IEA must be in writing and agreed to by the parties.

L. **TERMINATION:** The parties may terminate this IEA at any time upon mutual written consent. In addition, either party may unilaterally terminate this IEA upon 90 days advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow under this IEA, or terminate this IEA, if SSA, in its sole discretion, determines that the State Agency (including its employees, contractors, and agents) has: (1) made an unauthorized use or disclosure of SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this IEA or the CMPPA Agreement.

M. **INTEGRATION:** This IEA, including all attachments, constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this IEA. This IEA shall take precedence over any other document that may be in conflict with it.

ATTACHMENTS

1 – CMPPA Agreement
2 – SSA Data Exchange Systems
3 – Systems Security Requirements for SSA Web Access to SSA Information Through ICON
4 – Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration
5 – PII Loss Reporting Worksheet

N. **SSA AUTHORIZED SIGNATURE:** The signatory below warrants and represents that he or she has the competent authority on behalf of SSA to enter into the obligations set forth in this IEA.

SOCIAL SECURITY ADMINISTRATION

Mary G Croft for

Michael G. Gallagher
Assistant Deputy Commissioner
for Budget, Finance and Management

5/13/08
Date

O. REGIONAL AND STATE AGENCY SIGNATURES:

SOCIAL SECURITY ADMINISTRATION
REGION IX

Peter D. Spencer
San Francisco Regional Commissioner

10/26/09
Date

THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

The signatory below warrants and represents that he or she has the competent authority on behalf of the State Agency to enter into the obligations set forth in this IEA.

Toby Douglas
Chief Deputy Director, Health Care Programs

10/11/09
Date

CERTIFICATION OF COMPLIANCE
FOR
THE INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (STATE AGENCY)

(State Agency Level)

In accordance with the terms of the Information Exchange Agreement (IEA/F) between SSA and the State Agency, the State Agency, through its authorized representative, hereby certifies that, as of the date of this certification:

1. The State Agency is in compliance with the terms and conditions of the IEA/F.

2. The State Agency has conducted the data exchange processes under the IEA/F without change, except as modified in accordance with the IEA/F.

3. The State Agency will continue to conduct the data exchange processes under the IEA/F without change, except as may be modified in accordance with the IEA/F.

4. Upon SSA's request, the State Agency will provide audit reports or other documents that demonstrate compliance with the review and oversight activities required under the IEA/F and the governing Computer Matching and Privacy Protection Act Agreement.

5. In compliance with the requirements of the "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration," (last updated April 2014) Attachment 4 to the IEA/F, as periodically updated by SSA, the State Agency has not made any changes in the following areas that could potentially affect the security of SSA data:

   - General System Security Design and Operating Environment
   - System Access Control
   - Automated Audit Trail
   - Monitoring and Anomaly Detection
   - Management Oversight
   - Data and Communications Security
   - Contractors of Electronic Information Exchange Partners

   The State Agency will submit an updated Security Design Plan at least 30 days prior to making any changes to the areas listed above and provide updated contractor employee lists before allowing new employees' access to SSA provided data.

6. The State Agency agrees that use of computer technology to transfer the data is more economical, efficient, and faster than using a manual process. As such, the State Agency will continue to utilize data exchange to obtain data it needs to administer the programs for which it is authorized under the IEA/F. Further, before directing an individual to an SSA field office to obtain data, the State Agency will verify that the information it submitted to SSA via data exchanges is correct, and verify with the individual that the information he/she supplied is accurate. The use of electronic data exchange expedites program administration and limits SSA field office traffic.

The signatory below warrants and represents that he or she is a representative of the State Agency duly authorized to make this certification on behalf of the State Agency.

DEPARTMENT OF HEALTH CARE SERVICES OF CALIFORNIA

Toby Douglas
Director

10/31/14
Date

ATTACHMENT 1

COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT

COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT BETWEEN THE SOCIAL SECURITY ADMINISTRATION AND THE HEALTH AND HUMAN SERVICES AGENCY OF CALIFORNIA

I. Purpose and Legal Authority

A. Purpose

This Computer Matching and Privacy Protection Act (CMPPA) Agreement between the Social Security Administration (SSA) and the California Health and Human Services Agency (State Agency) sets forth the terms and conditions governing disclosures of records, information, or data (collectively referred to herein as "data") made by SSA to the State Agency that administers federally funded benefit programs, including those under various provisions of the Social Security Act (Act), such as section 1137 (42 U.S.C. § 1320b-7), as well as the state-funded state supplementary payment programs under Title XVI of the Act. The terms and conditions of this Agreement ensure that SSA makes such disclosures of data, and the State Agency uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the CMPPA of 1988, 5 U.S.C. § 552a.

Under section 1137 of the Act, the State Agency is required to use an income and eligibility verification system to administer specified federally funded benefit programs, including the state-funded state supplementary payment programs under Title XVI of the Act. To assist the State Agency in determining entitlement to and eligibility for benefits under those programs, as well as other federally funded benefit programs, SSA discloses certain data about applicants (and in limited circumstances, members of an applicant's household), for state benefits from SSA Privacy Act Systems of Records (SOR) and verifies the Social Security numbers (SSN) of the applicants.

B. Legal Authority

SSA's authority to disclose data and the State Agency's authority to collect, maintain, and use data protected under SSA SORs for specified purposes is:

- Sections 1137, 453, and 1106(b) of the Act (42 U.S.C. §§ 1320b-7, 653, and 1306(b)) (income and eligibility verification data);
- 26 U.S.C. § 6103(l)(7) and (8) (tax return data);
- Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. § 402(x)(3)(B)(iv)) (prisoner data);

- Section 1611(e)(1)(I)(iii) of the Act (42 U.S.C. § 1382(e)(1)(I)(iii) (Supplemental Security Income (SSI));
- Section 205(r)(3) of the Act (42 U.S.C. § 405(r)(3)) and the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2) (death data);
- Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (quarters of coverage data);
- Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA), Pub. L. 111-3 (citizenship data); and
- Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) (data necessary to administer other programs compatible with SSA programs).

This Agreement further carries out section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the CMPPA, related Office of Management and Budget (OMB) guidelines, the Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the State Agency must follow with regard to use, treatment, and safeguarding of data.

II. Scope

A. The State Agency will comply with the terms and conditions of this Agreement and the Privacy Act, as amended by the CMPPA.

B. The State Agency will execute one or more Information Exchange Agreements (IEA) with SSA, documenting additional terms and conditions applicable to those specific data exchanges, including the particular benefit programs administered by the State Agency, the data elements that will be disclosed, and the data protection requirements implemented to assist the State Agency in the administration of those programs.

C. The State Agency will use the SSA data governed by this Agreement to determine entitlement and eligibility of individuals for one or more of the following programs:

1. Temporary Assistance to Needy Families (TANF) program under Part A of Title IV of the Act;
2. Medicaid provided under an approved State plan or an approved waiver under Title XIX of the Act;
3. State Children's Health Insurance Program (CHIP) under Title XXI of the Act, as amended by the Children's Health Insurance Program Reauthorization Act of 2009;

4. Supplemental Nutritional Assistance Program (SNAP) under the Food Stamp Act of 1977 (7 U.S.C. § 2011, et seq.);
5. Women, Infants and Children Program (WIC) under the Child Nutrition Act of 1966 (42 U.S.C. § 1771, et seq.);
6. Medicare Savings Programs (MSP) under 42 U.S.C. § 1396a(10)(E);
7. Unemployment Compensation programs provided under a state law described in section 3304 of the Internal Revenue Code of 1954;
8. Low Income Heating and Energy Assistance (LIHEAP or home energy grants) program under 42 U.S.C. § 8621;
9. State-administered supplementary payments of the type described in section 1616(a) of the Act;
10. Programs under a plan approved under Titles I, X, XIV, or XVI of the Act;
11. Foster Care and Adoption Assistance under Title IV of the Act;
12. Child Support Enforcement programs under section 453 of the Act (42 U.S.C. § 653);
13. Other applicable federally funded programs administered by the State Agency under Titles I, IV, X, XIV, XVI, XVIII, XIX, XX, and XXI of the Act; and
14. Any other federally funded programs administered by the State Agency that are compatible with SSA's programs.

D. The State Agency will ensure that SSA data disclosed for the specific purpose of administering a particular federally funded benefit program is used only to administer that program.

III. Justification and Expected Results

A. Justification

This Agreement and related data exchanges with the State Agency are necessary for SSA to assist the State Agency in its administration of federally funded benefit programs by providing the data required to accurately determine entitlement and eligibility of individuals for benefits provided under these programs. SSA uses computer technology to transfer the data because it is more economical, efficient, and faster than using manual processes.

B. Expected Results

The State Agency will use the data provided by SSA to improve public service and program efficiency and integrity. The use of SSA data expedites the application process and ensures that benefits are awarded only to applicants that satisfy the State Agency's program criteria. A cost-benefit analysis for the exchange made under this Agreement is not required in accordance with the determination by the SSA Data Integrity Board (DIB) to waive such analysis pursuant to 5 U.S.C. § 552a(u)(4)(B).

IV. Record Description

A. Systems of Records

SSA SORs used for purposes of the subject data exchanges include:

- 60-0058 -- Master Files of SSN Holders and SSN Applications;
- 60-0059 -- Earnings Recording and Self-Employment Income System;
- 60-0090 -- Master Beneficiary Record;
- 60-0103 -- Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB);
- 60-0269 -- Prisoner Update Processing System (PUPS); and
- 60-0321 -- Medicare Part D and Part D Subsidy File.

The State Agency will only use the tax return data contained in **SOR 60-0059** (Earnings Recording and Self-Employment Income System) in accordance with 26 U.S.C. § 6103.

B. Data Elements

Data elements disclosed in computer matching governed by this Agreement are Personally Identifiable Information (PII) from specified SSA SORs, including names, SSNs, addresses, amounts, and other information related to SSA benefits and earnings information. Specific listings of data elements are available at:

http://www.ssa.gov/dataexchange/

C. Number of Records Involved

The number of records for each program covered under this Agreement is equal to the number of Title II, Title XVI, or Title XVIII recipients resident in the State as recorded in SSA's Annual Statistical Supplement found on the Internet at:

http://www.ssa.gov/policy/docs/statcomps/

This number will fluctuate during the term of this Agreement, corresponding to the number of Title II, Title XVI, and Title XVIII recipients added to, or deleted from, SSA databases.

V. Notice and Opportunity to Contest Procedures

A. Notice to Applicants

The State Agency will notify all individuals who apply for federally funded, state-administered benefits under the Act that any data they provide are subject to verification through computer matching with SSA. The State Agency and SSA

will provide such notice through appropriate language printed on application forms or separate handouts.

B. Notice to Beneficiaries/Recipients/Annuitants

The State Agency will provide notice to beneficiaries, recipients, and annuitants under the programs covered by this Agreement informing them of ongoing computer matching with SSA. SSA will provide such notice through publication in the Federal Register and periodic mailings to all beneficiaries, recipients, and annuitants describing SSA's matching activities.

C. Opportunity to Contest

The State Agency will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded, state-administered benefits based on data disclosed by SSA from its SORs until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "Adverse action" means any action that results in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. Such notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;

2. Give the individual until the expiration of any time period established for the relevant program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and

3. Clearly state that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the SSA data are correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

VI. Records Accuracy Assessment and Verification Procedures

Pursuant to 5 U.S.C. § 552a(p)(1)(A)(ii), SSA's DIB has determined that the State Agency may use SSA's benefit data without independent verification. SSA has independently assessed the accuracy of its benefits data to be more than 99 percent accurate when the benefit record is created.

Prisoner and death data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA's benefit data. Therefore, the State

Agency must independently verify these data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

Based on SSA's Office of Quality Performance "FY 2009 Enumeration Quality Review Report #2—The 'Numident' (January 2011)," the SSA Enumeration System database (the Master Files of SSN Holders and SSN Applications System) used for SSN matching is 98 percent accurate for records updated by SSA employees.

Individuals applying for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files for a Social Security benefit. The State Agency must independently verify citizenship data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

VII. Disposition and Records Retention of Matched Items

A. The State Agency will retain all data received from SSA to administer programs governed by this Agreement only for the required processing times for the applicable federally funded benefit programs and will then destroy all such data.

B. The State Agency may retain SSA data in hardcopy to meet evidentiary requirements, provided that they retire such data in accordance with applicable state laws governing the State Agency's retention of records.

C. The State Agency may use any accretions, deletions, or changes to the SSA data governed by this Agreement to update their master files of federally funded, state-administered benefit program applicants and recipients and retain such master files in accordance with applicable state laws governing the State Agency's retention of records.

D. The State Agency may not create separate files or records comprised solely of the data provided by SSA to administer programs governed by this Agreement.

E. SSA will delete electronic data input files received from the State Agency after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

VIII. Security Procedures

The State Agency will comply with the security and safeguarding requirements of the Privacy Act, as amended by the CMPPA, related OMB guidelines, FISMA, related

NIST guidelines, and the current revision of Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies*, available at http://www.irs.gov. In addition, the State Agency will have in place administrative, technical, and physical safeguards for the matched data and results of such matches. Additional administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency, including specific guidance on safeguarding and reporting responsibilities for PII, are set forth in the IEAs.

IX. Records Usage, Duplication, and Redisclosure Restrictions

A. The State Agency will use and access SSA data and the records created using that data only for the purpose of verifying eligibility for the specific federally funded benefit programs identified in the IEA.

B. The State Agency will comply with the following limitations on use, duplication, and redisclosure of SSA data:

1. The State Agency will not use or redisclose the data disclosed by SSA for any purpose other than to determine eligibility for, or the amount of, benefits under the state-administered income/health maintenance programs identified in this Agreement.

2. The State Agency will not extract information concerning individuals who are neither applicants for, nor recipients of, benefits under the state-administered income/health maintenance programs identified in this Agreement. In limited circumstances that are approved by SSA, the State Agency may extract information about an individual other than the applicant/recipient when the applicant/recipient has provided identifying information about the individual and the individual's income or resources affect the applicant's/recipient's eligibility for such program.

3. The State Agency will not disclose to an applicant/recipient information about another individual (i.e., an applicant's household member) without the written consent from the individual to whom the information pertains.

4. The State Agency will use the Federal tax information (FTI) disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(l)(7) and (8). The State Agency receiving FTI will maintain all FTI from IRS in accordance with 26 U.S.C. § 6103(p)(4) and the IRS Publication 1075. Contractors and agents acting on behalf of the State Agency will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103 and the current revision IRS Publication 1075.

5. The State Agency will use the citizenship status data disclosed by SSA under CHIPRA, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP programs for new applicants.

6. The State Agency will restrict access to the data disclosed by SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with the purposes identified in this Agreement.

7. The State Agency will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement. The State Agency will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA's request, the State Agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

8. The State Agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.

9. The State Agency will conduct triennial compliance reviews of its contractor(s) and agent(s) no later than three years after the initial approval of the security certification to SSA. The State Agency will share documentation of its recurring compliance reviews with its contractor(s) and agent(s) with SSA. The State Agency will provide documentation to SSA during its scheduled compliance and certification reviews or upon request.

C. The State Agency will not duplicate in a separate file or disseminate, without prior written permission from SSA, the data governed by this Agreement for any purpose other than to determine entitlement to, or eligibility for, federally funded benefits. The State Agency proposing the redisclosure must specify in writing to SSA what data are being disclosed, to whom, and the reasons that justify the redisclosure. SSA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program and authorized under a routine use. To the extent SSA approves the requested redisclosure, the State Agency will ensure that any entity receiving the redisclosed data will comply with the procedures and limitations on use, duplication, and redisclosure of SSA data, as well as all administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency including specific guidance on safeguarding and reporting

responsibilities for PII, as set forth in this Agreement and the accompanying IEAs.

X. Comptroller General Access

The Comptroller General (the Government Accountability Office) may have access to all records of the State Agency that the Comptroller General deems necessary to monitor and verify compliance with this Agreement in accordance with 5 U.S.C. § 552a(o)(l)(K).

XI. Duration, Modification, and Termination of the Agreement

A. Duration

1. This Agreement is effective from January 1, 2015 (Effective Date) through June 30, 2016 (Expiration Date).

2. In accordance with the CMPPA, SSA will: (a) publish a Computer Matching Notice in the Federal Register at least 30 days prior to the Effective Date; (b) send required notices to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i) at least 40 days prior to the Effective Date; and (c) send the required report to OMB at least 40 days prior to the Effective Date.

3. Within 3 months prior the Expiration Date, the SSA DIB may, without additional review, renew this Agreement for a period not to exceed 12 months, pursuant to 5 U.S.C. § 552a(o)(2)(D), if:

   - the applicable data exchange will continue without any change; and
   - SSA and the State Agency certify to the DIB in writing that the applicable data exchange has been conducted in compliance with this Agreement.

4. If either SSA or the State Agency does not wish to renew this Agreement, it must notify the other party of its intent not to renew at least 3 months prior to the Expiration Date.

B. Modification

Any modification to this Agreement must be in writing, signed by both parties, and approved by the SSA DIB.

C. Termination

The parties may terminate this Agreement at any time upon mutual written consent of both parties. Either party may unilaterally terminate this Agreement upon 90 days advance written notice to the other party; such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow or terminate this Agreement if SSA determines, in its sole discretion, that the State Agency has violated or failed to comply with this Agreement.

XII. Reimbursement

In accordance with section 1106(b) of the Act, the Commissioner of SSA has determined not to charge the State Agency the costs of furnishing the electronic data from the SSA SORs under this Agreement.

XIII. Disclaimer

SSA is not liable for any damages or loss resulting from errors in the data provided to the State Agency under any IEAs governed by this Agreement. Furthermore, SSA is not liable for any damages or loss resulting from the destruction of any materials or data provided by the State Agency.

XIV. Points of Contact

A. SSA Point of Contact

Regional Office

Dolores Dunnachie, Director
San Francisco Regional Office, Center for Programs Support
1221 Nevin Avenue
Richmond CA 94801
Phone: (510) 970-8444 Fax: (510) 970-8101
Dolores.Dunnachie@ssa.gov

B. State Agency Point of Contact

Sonia Herrera
California Health and Human Services Agency
1600 Ninth Street
Sacramento, CA 95814
Phone: (916) 654-3459 Fax: 916-440-5001
Sonia.Herrera@chhs.ca.gov

XV. SSA and Data Integrity Board Approval of Model CMPPA Agreement

The signatories below warrant and represent that they have the competent authority on behalf of SSA to approve the model of this CMPPA Agreement.

SOCIAL SECURITY ADMINISTRATION

Dawn S. Wiggins
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

6-12-14

Date

I certify that the SSA Data Integrity Board approved the model of this CMPPA Agreement.

Kirsten J. Moncada
Chair
SSA Data Integrity Board

7-2-14

Date

XVI. Authorized Signatures

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

SOCIAL SECURITY ADMINISTRATION

Grace M. Kim
Regional Commissioner
San Francisco

11/6/14
Date

HEALTH AND HUMAN SERVICES AGENCY

Diana S. Dooley
Secretary

October 29, 2014
Date

ATTACHMENT 2

AUTHORIZED DATA EXCHANGE SYSTEM(S)

Attachment 2

Authorized Data Exchange System(s)

BEER (Beneficiary Earnings Exchange Record): Employer data for the last calendar year.

BENDEX (Beneficiary and Earnings Data Exchange): Primary source for Title II eligibility, benefit and demographic data.

LIS (Low-Income Subsidy): Data from the Low-Income Subsidy Application for Medicare Part D beneficiaries -- used for Medicare Savings Programs (MSP).

Medicare 1144 (Outreach): Lists of individuals on SSA roles, who may be eligible for medical assistance for: payment of the cost of Medicare cost-sharing under the Medicaid program pursuant to Sections 1902(a)(10)(E) and 1933 of the Act; transitional assistance under Section 1860D-31(f) of the Act; or premiums and cost-sharing subsidies for low-income individuals under Section 1860D-14 of the Act.

PUPS (Prisoner Update Processing System): Confinement data received from over 2000 state and local institutions (such as jails, prisons, or other penal institutions or correctional facilities) -- PUPS matches the received data with the MBR and SSR benefit data and generates alerts for review/action.

QUARTERS OF COVERAGE (QC): Quarters of Coverage data as assigned and described under Title II of the Act -- The term "quarters of coverage" is also referred to as "credits" or "Social Security credits" in various SSA public information documents, as well as to refer to "qualifying quarters" to determine entitlement to receive Food Stamps.

SDX (SSI State Data Exchange): Primary source of Title XVI eligibility, benefit and demographic data as well as data for Title VIII Special Veterans Benefits (SVB).

SOLQ/SOLQ-I (State On-line Query/State On-line Query-Internet): A real-time online system that provides SSN verification and MBR and SSR benefit data similar to data provided through SVES.

Attachment 2

SVES (State Verification and Exchange System): A batch system that provides SSN verification, MBR benefit information, and SSR information through a uniform data response based on authorized user-initiated queries. The SVES types are divided into five different responses as follows:

SVES I:	This batch provides strictly SSN verification.
SVES I/Citizenship*	This batch provides strictly SSN verification and citizenship data.
SVES II:	This batch provides strictly SSN verification and MBR benefit information
SVES III:	This batch provides strictly SSN verification and SSR/SVB.
SVES IV:	This batch provides SSN verification, MBR benefit information, and SSR/SVB information, which represents all available SVES data.

** Citizenship status data disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 is only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants.*

ATTACHMENT 3 OMITTED

SENSITIVE DOCUMENT

ATTACHMENT 4

ELECTRONIC INFORMATION EXCHANGE SECURITY REQUIREMENTS AND PROCEDURES

This document is SENSITIVE and should not be released to the public without prior authorization from DHCS.

ELECTRONIC INFORMATION EXCHANGE SECURITY REQUIREMENTS AND PROCEDURES FOR STATE AND LOCAL AGENCIES EXCHANGING ELECTRONIC INFORMATION WITH THE SOCIAL SECURITY ADMINISTRATION

SENSITIVE DOCUMENT

VERSION 6.0.2
April 2014

Table of Contents

1. Introduction

2. Electronic Information Exchange Definition

3. Roles and Responsibilities

4. General Systems Security Standards

5. Systems Security Requirements
   - 5.1 Overview
   - 5.2 General System Security Design and Operating Environment
   - 5.3 System Access Control
   - 5.4 Automated Audit Trail
   - 5.5 Personally Identifiable Information
   - 5.6 Monitoring and Anomaly Detection
   - 5.7 Management Oversight and Quality Assurance
   - 5.8 Data and Communications Security
   - 5.9 Incident Reporting
   - 5.10 Security Awareness and Employee Sanctions
   - 5.11 Contractors of Electronic Information Exchange Partners

6. General--Security Certification and Compliance Review Programs
   - 6.1 The Security Certification Program
   - 6.2 Documenting Security Controls in the Security Design Plan
     - 6.2.1 When the SDP and Risk Assessment are Required
   - 6.3 The Certification Process
   - 6.4 The Compliance Review Program and Process
     - 6.5.1 EIEP Compliance Review Participation
     - 6.5.2 Verification of Audit Samples
   - 6.6 Scheduling the Onsite Review

7. Additional Definitions

8. Regulatory References

9. Frequently Asked Questions

10. Diagrams
    - Flow Chart of the OIS Certification Process
    - Flow Chart of the OIS Compliance Review Process
    - Compliance Review Decision Matrix

RECEIVING ELECTRONIC INFORMATION FROM THE SOCIAL SECURITY ADMINISTRATION

1. Introduction

The law requires the Social Security Administration (SSA) to maintain oversight and assure the protection of information it provides to its *Electronic Information Exchange Partners* (EIEP). EIEPs are entities that have information exchange agreements with SSA.

The overall aim of this document is twofold. First, to ensure that SSA can properly certify EIEPs as compliant by the SSA security requirements, standards, and procedures expressed in this document before we grant access to SSA information in a production environment. Second, to ensure that EIEPs continue to adequately safeguard electronic information provided to them by SSA.

This document (which SSA considers SENSITIVE[1] and should only be shared with those who need it to ensure SSA-provided information is safeguarded), describes the security requirements, standards, and procedures EIEPs must meet and implement to obtain information from SSA electronically. This document helps EIEPs understand criteria that SSA uses when evaluating and certifying the system design and security features used for electronic access to SSA-provided information.

The addition, elimination, and modification of security control factors determine which level of security and due diligence SSA requires for the EIEP to mitigate risks. The emergence of new threats, attack methods, and the availability of new technology warrants frequent reviews and revisions to our System Security Requirements (SSR). Consequently, EIEPs should expect SSA's System Security Requirements to evolve in concert with the industry.

EIEPs must comply with SSA's most current SSRs to gain access to SSA-provided data. SSA will work with its partners to resolve deficiencies that occur subsequent to, and after, approval for access if updates to our security requirements cause an agency to be uncompliant. EIEPs may proactively ensure their ongoing compliance with the SSRs by periodically requesting the most current SSR package from their SSA contact. Making periodic adjustments is often necessary.

2. Electronic Information Exchange Definition

For discussion purposes herein, Electronic Information Exchange (EIE) is any electronic process in which SSA discloses information under its control to any third party for any purpose, without the specific consent of the subject individual or agent acting on his or her behalf. EIE involves individual data transactions and data files processed within the systems of parties to electronic information sharing agreements with SSA. These processes include direct terminal access or DTA to SSA systems, batch processing, and variations thereof (e.g., online query) regardless of the systematic method used to accomplish the activity or to interconnect SSA with the EIEP.

---

[1] Sensitive data - "any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy but is to be protected in accordance with the requirements of the Computer Security Act of 1987 (P.L.100-235)."

3. Roles and Responsibilities

The SSA ***Office of Information Security (OIS)*** has agency-wide responsibility for interpreting, developing, and implementing security policy; providing security and integrity review requirements for all major SSA systems; managing SSA's fraud monitoring and reporting activities; developing and disseminating security training and awareness materials; and providing consultation and support for a variety of agency initiatives. SSA's security reviews ensure that external systems receiving information from SSA are secure and operate in a manner consistent with SSA's Information Technology (IT) security policies and in compliance with the terms of electronic information sharing agreements executed by SSA with outside entities. Within the context of SSA's security policies and the terms of electronic information sharing agreements with SSA's EIEPs, OIS exclusively conducts and brings to closure initial security certifications and periodic security compliance reviews of EIEPs that process, maintain, transmit, or store SSA-provided information in accordance with pertinent Federal requirements which include the following (see also ***Regulatory References***):

a. The **Federal Information Security Management Act (FISMA)** requires the protection of "Federal information in contractor systems, including those systems operated by state and local governments."

b. The Social Security Administration requires EIEPs to adhere to the policies, standards, procedures, and directives published in this Systems Security Requirements (SSR) document.

   Personally Identifiable Information (PII), covered under several Federal laws and statutes, is information about an individual including, but not limited to, personal identifying information including the Social Security Number (SSN).

   The data (last 4 digits of the SSN) that SSA provides to its EIEPs for purposes of the Help America Vote Act (HAVA) does not identify a specific individual; therefore, is not "PII" as defined by the Act.

   However, SSA is diligent in discharging its responsibility for establishing *appropriate* administrative, technical, and physical safeguards to ensure the security, confidentiality, and availability of its records and to protect against any anticipated threats or hazards to their security or integrity.

   NOTE: Disclosure of Federal Tax Information (FTI) is limited to certain Federal agencies and state programs supported by federal statutes under Sections 1137, 453, and 1106 of the Social Security Act. For information regarding safeguards for protecting FTI, consult IRS Publication 1075, **Tax Information Security Guidelines for Federal, State, and Local Agencies.**

   The SSA Regional ***Data Exchange Coordinators*** (DECs) serve as a bridge between SSA and state EIEPs. In the security arena, DECs assist OIS in coordinating data exchange security review activities with state and local EIEPs; e.g., they provide points of contact with state agencies, assist in setting up security reviews, etc. DECs are also the first points of contact for states if an employee of a state agency or an employee of a state agency's contractor or

agent becomes aware of a suspected or actual loss of SSA-provided Personally Identifiable Information (PII).

4. General Systems Security Standards _____

EIEPs that request and receive information electronically from SSA must comply with the following general systems security standards concerning access to and control of SSA-provided information.

NOTE: EIEPs may not create separate files or records comprised solely of the information provided by SSA.

a. EIEPs must ensure that means, methods, and technology used to process, maintain, transmit, or store SSA-provided information neither prevents nor impedes the EIEP's ability to

- safeguard the information in conformance with SSA requirements,
- efficiently investigate fraud, data breaches, or security events that involve SSA-provided information, or
- detect instances of misuse or abuse of SSA-provided information

For example, utilization of cloud computing may have the potential to jeopardize an EIEP's compliance with the terms of their agreement or SSA's associated system security requirements and procedures.

b. EIEPs must use the electronic connection established between the EIEP and SSA only in support of the current agreement(s) between the EIEP and SSA.

c. EIEPs must use the software and/or devices provided to the EIEP only in support of the current agreement(s) between the EIEP and SSA.

d. SSA prohibits modifying any software or devices provided to the EIEPs by SSA.

e. EIEPs must ensure that SSA-provided information is not processed, maintained, transmitted, or stored in or by means of data communications channels, electronic devices, computers, or computer networks located in geographic or virtual areas not subject to U.S. law.

f. EIEPs must restrict access to the information to authorized users who need it to perform their official duties.

NOTE: Contractors and agents (hereafter referred to as contractors) of the EIEP who process, maintain, transmit, or store SSA-provided information are held to the same security requirements as employees of the EIEP. Refer to the section Contractors of Electronic Information Exchange Partners in the Systems Security Requirements for additional information.

g. EIEPs must store information received from SSA in a manner that, at all times, is physically and electronically secure from access by unauthorized persons.

h. The EIEP must process SSA-provided information under the immediate supervision and control of authorized personnel.

i. EIEPs must employ both physical and technological safeguards to prevent unauthorized retrieval of SSA-provided information via computer, remote terminal, or other means.

j. EIEPs must have formal PII incident response procedures. When faced with a security incident caused by malware, unauthorized access, software issues, or acts of nature, the EIEP must be able to respond in a manner that protects SSA-provided information affected by the incident.

k. EIEPs must have an active and robust employee security awareness program, which is mandatory for all employees who access SSA-provided information.

l. EIEPs must advise employees with access to SSA-provided information of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and state laws.

m. At its discretion, SSA or its designee must have the option to conduct onsite security reviews or make other provisions to ensure that EIEPs maintain adequate security controls to safeguard the information we provide.

5. Systems Security Requirements

5.1 Overview

SSA must certify that the EIEP has implemented controls that meet the requirements and work as intended, before we will authorize initiating transactions to and from SSA through batch data exchange processes or online processes such as State Online Query (SOLQ) or Internet SOLQ (SOLQ-I).

The Technical Systems Security Requirements (TSSRs) address management, operational, and technical aspects of security safeguards to ensure only the authorized disclosure and use of SSA-provided information by SSA's EIEPs.

SSA recommends that the EIEP develop and publish a comprehensive Systems Security Policy document that specifically addresses:

- the classification of information processed and stored within the network,
- administrative controls to protect the information stored and processed within the network,
- access to the various systems and subsystems within the network,
- Security Awareness Training,
- Employee Sanctions Policy,

- Incident Response Policy, and
- the disposal of protected information and sensitive documents derived from the system or subsystems on the network.

SSA's systems security requirements represent the current state-of-the-practice security controls, safeguards, and countermeasures required for Federal information systems by Federal regulations, statutes, standards, and guidelines. Additionally, SSA's systems security requirements also include organizationally defined interpretations, policies, and procedures mandated by the authority of the Commissioner of Social Security in areas when or where other cited authorities may be silent or non-specific.

5.2 General System Security Design and Operating Environment

EIEPs must provide descriptions and explanations of their overall system design, configuration, security features, and operational environment and include explanations of how they conform to SSA's requirements. Explanations must include the following:

- Descriptions of the operating environment(s) in which the EIEP will utilize, maintain, and transmit SSA-provided information
- Descriptions of the business process(es) in which the EIEP will use SSA-provided information
- Descriptions of the physical safeguards employed to ensure that unauthorized personnel cannot access SSA-provided information and details of how the EIEP keeps audit information pertaining to the use and access to SSA-provided information and associated applications readily available
- Descriptions of electronic safeguards, methods, and procedures for protecting the EIEP's network infrastructure and for protecting SSA-provided information while in transit, in use within a process or application, and at rest (stored or not in use)
- Descriptions of how the EIEP prevents unauthorized retrieval of SSA-provided information by computer, remote terminal, or other means, including descriptions of security software other than access control software (e.g., security patch and anti-malware software installation and maintenance, etc.)
- Descriptions of how the configurations of devices (e.g., servers, workstations, and portable devices) involving SSA-provided information comply with recognized industry standards and SSA's system security requirements
- Description of how the EIEP implements adequate security controls (e.g., passwords enforcing sufficient construction strength to defeat or minimize risk-based identified vulnerabilities)

5.3 System Access Control

EIEPs must utilize and maintain technological (logical) access controls that limit access to SSA-provided information and associated transactions and functions to only those users, processes acting on behalf of authorized users, or devices (including other information systems) authorized for such access based on their official duties or purpose(s). EIEPs must employ a recognized user access security software package (e.g. RAC-F, ACF-2, TOP SECRET) or a security software design which is equivalent to such products. The access control software must utilize personal identification numbers (PIN) and passwords or Biometric identifiers in combination with the user's system identification code (userID). The access control software must employ and enforce (1) PIN/password, and/or (2) PIN/biometric identifier, and/or (3) SmartCard/biometric identifier, etc., for authenticating users).

Depending on the computing platform (e.g., client/server (PC), mainframe) and the access software implementation, the terms "PIN" and "user system identification code (userID)" may be, for practical purposes, synonymous. For example, the PIN/password combination may be required for access to an individual's PC after which, the userID/password combination may be required for access to a mainframe application. A biometric identifier may supplant one element in the pair of those combinations. **SSA strongly recommends Two-Factor Authentication.**

The EIEP's implementation of the control software must comply with recognized industry standards. Password policies should enforce sufficient construction strength (length and complexity) to defeat or minimize risk-based identified vulnerabilities and ensure limitations for password repetition. Technical controls should enforce periodic password changes based on a risk-based standard (e.g., maximum password age of 90 days, minimum password age of 3 – 7 days) and enforce automatic disabling of user accounts that have been inactive for a specified period of time (e.g., 90 days).

The EIEP's password policies must also require more stringent password construction (e.g., passwords greater than eight characters in length requiring upper and lower case letters, numbers, and special characters; password phrases) for the user accounts of persons, processes, or devices whose functions require access privileges in excess of those of ordinary users.

EIEPs must have management control and oversight of the function of authorizing individual user access to SSA-provided information and to oversee the process of issuing and managing access control PINs, passwords, biometric identifiers, etc. for access to the EIEP's system.

The EIEP's systems access rules must cover least privilege and individual accountability. The EIEP's rules should include procedures for access to sensitive information and transactions and functions related to it. Procedures should include control of transactions by permissions module, the assignment and limitation of system privileges, disabling accounts of separated employees (e.g., within 24 hours), individual accountability, work at home, dial-up access, and connecting to the Internet.

5.4 Automated Audit Trail

SSA requires EIEPs to implement and maintain a fully automated audit trail system (ATS). The system must be capable of creating, storing, protecting, and efficiently retrieving and collecting records identifying the individual user who initiates a request for information from SSA or accesses SSA-provided information. At a minimum, individual audit trail records must contain the data needed (including date and time stamps) to associate each query transaction or access to SSA-provided information with its initiator, their action, if any, and the relevant business purpose/process (e.g., SSN verification for Medicaid). Each entry in the audit file must be stored as a separate record, not overlaid by subsequent records. The Audit Trail System must create transaction files to capture all input from interactive internet applications which access or query SSA-provided information.

If a State Transmission Component (STC) handles and audits the EIEP's transactions with SSA, the EIEP is responsible for ensuring that the STC's audit capabilities meet SSA's requirements for an automated audit trail system. The EIEP must also establish a process to obtain specific audit information from the STC regarding the EIEP's SSA transactions.

Access to the audit file must be restricted to authorized users with a "need to know." Audit file data must be unalterable (read-only) and maintained for a minimum of three (preferably seven) years. Information in the audit file must be retrievable by an automated method. EIEPs must have the capability to make audit file information available to SSA upon request. EIEPs must back-up audit trail records on a regular basis to ensure their availability. EIEPs must apply the same level of protection to backup audit files that apply to the original files.

If the EIEP retains SSA-provided information in a database (e.g., Access database, SharePoint, etc.), or if certain data elements within the EIEP's system indicate to users that SSA verified the information, the EIEP's system must also capture an audit trail record of users who viewed SSA-provided information stored within the EIEP's system. The retrieval requirements for SSA-provided information at rest and the retrieval requirements for regular transactions are identical.

5.5 Personally Identifiable Information (PII)

PII is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. An item such as date and place of birth, mother's maiden name, or father's surname is PII, regardless of whether combined with other data.

SSA defines ***a PII loss*** as a circumstance when SSA has reason to believe that information on hard copy or in electronic format, which contains PII provided by SSA, left the EIEP's custody or the EIEP disclosed it to an unauthorized individual or entity. PII loss is a reportable incident (refer to ***Incident Reporting***).

If a PII loss involving SSA-provided information occurs or is suspected, the EIEP must be able to quantify the extent of the loss and compile a complete list of the individuals potentially affected by the incident (refer to ***Incident Reporting***).

5.6 Monitoring and Anomaly Detection _0_

SSA recommends that EIEPs use an Intrusion Protection System (IPS) or an Intrusion Detection System (IDS). The EIEP must establish and/or maintain continuous monitoring of its network infrastructure and assets to ensure the following:

- The EIEP's security controls continue to be effective over time
- Only authorized individuals, devices, and processes have access to SSA-provided information
- The EIEP detects efforts by external and internal entities, devices, or processes to perform unauthorized actions (i.e., data breaches, malicious attacks, access to network assets, software/hardware installations, etc.) as soon as they occur
- The necessary parties are immediately alerted to unauthorized actions performed by external and internal entities, devices, or processes
- Upon detection of unauthorized actions, measures are immediately initiated to prevent or mitigate associated risk
- In the event of a data breach or security incident, the EIEP can efficiently determine and initiate necessary remedial actions
- The trends, patterns, or anomalous occurrences and behavior in user or network activity that may be indicative of potential security issues are readily discernible

The EIEP's system must include the capability to prevent employees from unauthorized browsing of SSA records. SSA strongly recommends the use of a transaction-driven **permission module design**, whereby employees are unable to initiate transactions not associated with the normal business process. If the EIEP uses such a design, they then need anomaly detection to detect and monitor employee's unauthorized attempts to gain access to SSA-provided information and attempts to obtain information from SSA for clients not in the EIEP's client system. The EIEP should employ measures to ensure the permission module's integrity. Users should not be able to create a bogus case and subsequently delete it in such a way that it goes undetected.

If the EIEP's design does not ***currently*** use a permission module ***and*** is not transaction-driven, until at least one of these security features exists, the EIEP must develop and implement **compensating security controls** to deter employees from browsing SSA records. These controls must include monitoring and anomaly detection features, either systematic, manual, or a combination thereof. Such features must include the capability to detect anomalies in the volume and/or type of transactions or queries requested or initiated by individuals and include systematic or manual procedures for verifying that requests and queries of SSA-provided information comply with valid official business purposes. The system must also produce reports that allow management and/or supervisors to monitor user activity, such as the following:

- **User ID Exception Reports:**

  This type of report captures information about users who enter incorrect user IDs when attempting to gain access to the system or to the transaction that initiates requests for information from SSA, including failed attempts to enter a password.

- **Inquiry Match Exception Reports:**

  This type of report captures information about users who may be initiating transactions for SSNs that have no client case association within the EIEP's system **(the EIEP's management should review 100 percent of these cases).**

- **System Error Exception Reports:**

  This type of report captures information about users who may not understand or may be violating proper procedures for access to SSA-provided information.

- **Inquiry Activity Statistical Reports:**

  This type of report captures information about transaction usage patterns among authorized users and is a tool which enables the EIEP's management to monitor typical usage patterns in contrast to extraordinary usage patterns.

The EIEP must have a process for distributing these monitoring and exception reports to appropriate local managers/supervisors or to local security officers. The process must ensure that only those whose responsibilities include monitoring anomalous activity of users, to include those who have exceptional system rights and privileges, use the reports.

5.7 Management Oversight and Quality Assurance

The EIEP must establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized employees have access to SSA-provided information. They must ensure ongoing compliance with the terms of the EIEP's electronic information sharing agreement with SSA and the SSRs established for access to SSA-provided information. The entity responsible for management oversight must consist of one or more of the EIEP's management officials whose job functions include responsibility to ensure that the EIEP only grants access to the appropriate employees and position types which require SSA-provided information to do their jobs.

The EIEP must ensure that employees granted access to SSA-provided information receive adequate training on the sensitivity of the information, associated safeguards, operating procedures, and the penalties for misuse.

SSA recommends that EIEPs establish the following job functions and require that employees tasked with these job functions do not also share the same job functions as personnel who request or use information from SSA.

- Perform periodic self-reviews to monitor the EIEP's ongoing usage of SSA-provided information.

- Perform random sampling of work activity that involves SSA-provided information to determine if the access and usage comply with SSA's requirements.

5.8 Data and Communications Security

EIEPs must encrypt PII and SSA-provided information when transmitting across dedicated communications circuits between its systems, intrastate communications between its local office locations, and on the EIEP's mobile computers, devices and removable media. The EIEP's encryption methods should align with the Standards established by the National Institute of Standards and Technology (NIST). SSA recommends the Advanced Encryption Standard (AES) or triple DES (Data Encryption Standard 3), if AES is unavailable, encryption method for securing SSA-provided information during transport. Files encrypted for external users (when using tools such as Microsoft WORD encryption,) require a key length of nine characters. We also recommend that the key (also referred to as a *password*) contain both special characters and a number. SSA requires that the EIEP deliver the key so that the key does not accompany the media. The EIEP must secure the key when not in use or unattended.

SSA discourages the use of the public Internet for transmission of SSA-provided information. If however, the EIEP uses the public Internet or other electronic communications, such as emails and faxes to transmit SSA-provided information, they must use a secure encryption protocol such as Secure Socket Layer (SSL) or Transport Layer Security (TLS). SSA also recommends 256-bit encryption protocols or more secure methods such as Virtual Private Network technology. The EIEP should only send data to a secure address or device to which the EIEP can control and limit access to only specifically authorized individuals and/or processes. **SSA recommends that EIEPs use Media Access Control (MAC) Filtering and Firewalls to protect access points from unauthorized devices attempting to connect to the network.**

EIEPs should not retain SSA-provided information any longer than business purpose(s) dictate. The Information Exchange Agreement with SSA stipulates a time for data retention. The EIEP should delete, purge, destroy, or return SSA-provided information when the business purpose for retention no longer exists.

The EIEP may not save or create separate files comprised solely of information provided by SSA. The EIEP may apply specific SSA-provided information to the EIEP's matched record from a preexisting data source. Federal law prohibits duplication and redisclosure of SSA-provided information without written approval. The prohibition applies to both internal and external sources who do not have a "need-to-know[2]." **SSA recommends that EIEPs use either Trusted Platform Module (TPM) or Hardware Security Module (HSM) technology solutions to encrypt data at rest on hard drives and other data storage media.**

EIEPs must prevent unauthorized disclosure of SSA-provided information after they complete processing and after the EIEP no longer requires the information. The EIEP's operational processes must ensure that no residual SSA-provided information remains on the hard drives of user's workstations after the user exits the application(s) that use SSA-provided information. If the EIEP must send a computer, hard drive, or other computing or storage device offsite for repair, the EIEP must have a non-disclosure clause in their contract with the vendor. If the EIEP used the item in connection with a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect

---

[2] Need-to-know - access to the information must be necessary for the conduct of one's official duties.

the EIEP's vendor contract. The EIEP must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the EIEP to render it unrecoverable or destroy the electronic device if they do not need to recover the data. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.

To sanitize media, the EIEP should use one of the following methods:

- **Overwriting**

Overwrite utilities can only be used on working devices. Overwriting is appropriate only for devices designed for multiple reads and writes. The EIEP should overwrite disk drives, magnetic tapes, floppy disks, USB flash drives, and other rewriteable media. The overwrite utility must completely overwrite the media. SSA recommends the use of ***purging*** media sanitization to make the data irretrievable and to protect data against laboratory attacks or forensics. Please refer to ***Definitions*** for more information regarding ***Media Sanitization***). Reformatting the media does not overwrite the data.

- **Degaussing**

  Degaussing is a sanitization method for magnetic media (e.g., disk drives, tapes, floppies, etc.). Degaussing is not effective for purging non-magnetic media (e.g., optical discs). Degaussing requires a certified tool designed for particular types of media. Certification of the tool is required to ensure that the magnetic flux applied to the media is strong enough to render the information irretrievable. The degaussing process must render data on the media irretrievable by a laboratory attack or laboratory forensic procedures (refer to ***Definitions*** for more information regarding ***Media Sanitization***).

- **Physical destruction**

  Physical destruction is the method when degaussing or over-writing cannot be accomplished (for example, CDs, floppies, DVDs, damaged tapes, hard drives, damaged USB flash drives, etc.). Examples of physical destruction include shredding, pulverizing, and burning.

  State agencies may retain SSA-provided information in hardcopy only if required to fulfill evidentiary requirements, provided the agencies retire such data in accordance with applicable state laws governing retention of records. The EIEP must control print media containing SSA-provided information to restrict its access to authorized employees who need such access to perform their official duties. EIEPs must destroy print media containing SSA-provided information in a secure manner when it is no longer required for business purposes. The EIEP should destroy paper documents that contain SSA-provided information by burning, pulping, shredding, macerating, or other similar means that ensure the information is unrecoverable.

  NOTE: Hand tearing or lining through documents to obscure information does not meet SSA's requirements for appropriate destruction of PII.

  The EIEP must employ measures to ensure that communications and data furnished to SSA contain no viruses or other malware.

  Special Note: **If SSA-provided information will be stored in a commercial**

cloud, please provide the name and address of the cloud provider. Also, please describe the security features contractually required of the cloud provider to protect SSA-provided information.

5.9 Incident Reporting

SSA requires EIEPs to develop and implement policies and procedures to respond to data breaches or PII loses. You must explain how your policies and procedures conform to SSA's requirements. The procedures must include the following information:

> *If the EIEP experiences or suspects a breach or loss of PII or a security incident, which includes SSA-provided information, they must notify the State official responsible for Systems Security designated in the agreement. That State official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified in the agreement. If, for any reason, the responsible State official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact* ***within one hour****, the responsible State Agency official or delegate must report the incident by contacting* ***SSA's National Network Service Center (NNSC) toll free at 877-697-4889*** *(select "Security and PII Reporting" from the options list). The EIEP will provide updates as they become available to the SSA contact, as appropriate. Refer to the worksheet provided in the agreement to facilitate gathering and organizing information about an incident.*

The EIEP must agree to absorb all costs associated with notification and remedial actions connected to security breaches, if SSA determines that the risk presented by the breach or security incident requires the notification of the subject individuals. **SSA recommends that EIEPs seriously consider establishing incident response teams to address PII breaches.**

5.10 Security Awareness and Employee Sanctions

The EIEP must designate a department or party to take the responsibility to provide ongoing security awareness training for employees who access SSA-provided information. Training must include:

- The sensitivity of SSA-provided information and address the Privacy Act and other Federal and state laws governing its use and misuse
- Rules of behavior concerning use and security in systems processing SSA-provided information
- Restrictions on viewing and/or copying SSA-provided information
- The employee's responsibility for proper use and protection of SSA-provided information including its proper disposal
- Security incident reporting procedures
- Basic understanding of procedures to protect the network from malware attacks

- Spoofing, Phishing, and Pharming scam prevention

- The possible sanctions and penalties for misuse of SSA-provided information

SSA requires the EIEP to provide security awareness training to all employees and contractors who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. SSA also requires the EIEP to certify that each employee or contractor who views SSA-provided data also certify that they understand the potential criminal and administrative sanctions or penalties for unlawful disclosure.

5.11 Contractors of Electronic Information Exchange Partners

As previously stated in ***The General Systems Security Standards***, contractors of the EIEP must adhere to the same security requirements as employees of the EIEP. The EIEP is responsible for the oversight of its contractors and the contractor's compliance with the security requirements. The EIEP will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties, whereby such contractors or agents agree to abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements in this Agreement.

The EIEP's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement may be subject to both civil and criminal sanctions pursuant to applicable Federal statutes. The EIEP will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA's request, the EIEP will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

The EIEP must be able to provide proof of the contractual agreement If the contractor processes, handles, or transmits information provided to the EIEP by SSA or has authority to perform on the EIEP's behalf, the EIEP should clearly state the specific roles and functions of the contractor. The EIEP will provide SSA written certification that the contractor is meeting the terms of the agreement, including SSA security requirements. The certification will be subject to our final approval before redisclosing our information.

The EIEP must also require that contractors who will process, handle, or transmit information provided to the EIEP by SSA sign an agreement with the EIEP that obligates the contractor to follow the terms of the EIEP's data exchange agreement with SSA. The EIEP or the contractor must provide a copy of the data exchange agreement to each of the contractor's employees before disclosing data and make certain that the contractor's employees receive the same security awareness training as the EIEP's employees. The EIEP should maintain awareness-training records for the contractor's employees and require the same annual certification procedures.

The EIEP will be required to conduct the review of contractors and is responsible for ensuring compliance of its contractors with security and privacy requirements and limitations. As such, the EIEP will subject the contractor to ongoing security compliance

reviews that must meet SSA standards. The EIEP will conduct compliance reviews at least triennially commencing no later than three (3) years after the approved initial security certification to SSA; and must provide SSA with written documentation of recurring compliance reviews, with the contractor, subject to our approval.

If the EIEP's contractor will be involved with the processing, handling, or transmission of information provided to the EIEP by SSA offsite from the EIEP, the EIEP must have the contractual option to perform onsite reviews of that offsite facility to ensure that the following meet SSA's requirements:

- safeguards for sensitive information
- computer system safeguards
- security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and redisclosure of SSA-provided information
- continuous monitoring of the EIEP contractors' network infrastructures and assets

6. General -- Security Certification and Compliance Review Programs

SSA's security certification and compliance review programs are distinct processes. The certification program is a one-time process when an EIEP initially requests electronic access to SSA-provided information. The certification process entails two rigorous stages intended to ensure that technical, management, and operational security measures work as designed. SSA must ensure that the EIEPs fully conform to SSA's security requirements and satisfy both stages of the certification process before SSA will permit online access to its data in a production environment.

The compliance review program, however, ensures that the suite of security measures implemented by an EIEP to safeguard SSA-provided information remains in full compliance with SSA's security standards and requirements. The compliance review program applies to both online and batch access to SSA-provided information. Under the compliance review program, EIEPs are subject to ongoing and periodic security reviews by SSA.

6.1 The Security Certification Program

The security certification process applies to EIEPs that seek online electronic access to SSA information and consists of two general phases:

- Phase One: The Security Design Plan (SDP) phase is a formal written plan authored by the EIEP to comprehensively document its technical and non-technical security controls to safeguard SSA-provided information (refer to ***Documenting Security Controls in the Security Design Plan***).+

  NOTE: **SSA may have legacy EIEPs (EIEPs not certified under the current process) who have not prepared an SDP. OIS strongly recommends that these EIEPs prepare an SDP.**

  The EIEP's preparation and maintenance of a current SDP will aid them in determining potential compliance issues prior to reviews, assuring continued compliance with SSA's security requirements, and providing for

more efficient security reviews.

- Phase 2: The SSA Onsite Certification phase is a formal onsite review conducted by SSA to examine the full suite of technical and non-technical security controls implemented by the EIEP to safeguard data obtained from SSA electronically (refer to ***The Certification Process***).

6.2 Documenting Security Controls in the Security Design Plan (SDP)

6.2.1 When the SDP and Risk Assessment are Required

EIEPs must submit an SDP and a security risk assessment (RA) for evaluation when one or more of the following circumstances apply. The RA must be in electronic format. It must include discussion of the measures planned or implemented to mitigate risks identified by the RA and (as applicable) risks associated with the circumstances below:

- to obtain approval for requested access to SSA-provided information for an initial agreement
- to obtain approval to reestablish previously terminated access to SSA-provided data
- to obtain approval to implement a new operating or security platform that will involve SSA-provided information
- to obtain approval for significant changes to the EIEP's organizational structure, technical processes, operational environment, data recovery capabilities, or security implementations planned or made since approval of their most recent SDP or of their most recent successfully completed security review
- to confirm compliance when one or more security breaches or incidents involving SSA-provided information occurred since approval of the EIEP's most recent SDP or of their most recent successfully completed security review
- to document descriptions and explanations of measures implemented as the result of a data breach or security incident
- to document descriptions and explanations of measures implemented to resolve non-compliancy issue(s)
- to obtain a new approval after SSA revoked approval of the most recent SDP

SSA may require a new SDP if changes occurred (other than those listed above) that may affect the terms of the EIEP's information sharing agreement with SSA.

SSA will not approve the SDP or allow the initiation of transactions and/or access to SSA-provided information before the EIEP complies with the SSRs.

An SDP must satisfactorily document the EIEP's compliance with all of SSA's SSRs in order to provide the minimum level of security acceptable to SSA for its EIEP's access to SSA-provided information.

EIEP's must correct deficiencies identified through the evaluation of the SDP and submit a revised SDP that incorporates descriptions and explanations of the measures implemented to

eliminate the deficiencies. SSA cannot grant access to SSA-provided information until the EIEP corrects the deficiencies, documents the SDP, and SSA approves the revisions. The EIEP will communicate the implementation of corrective actions to SSA on a regular basis. SSA will withhold final approval until the EIEP can rectify all deficiencies.

SSA may revoke the approval of the EIEP's SDP and its access to SSA-provided information if we learn the EIEP is non-compliant with one or more SSRs. The EIEP must submit a revised SDP, which incorporates descriptions and explanations of the measures the EIEP will implement to resolve the non-compliance issue(s). The EIEP must communicate the progress of corrective action(s) to SSA on a regular basis. SSA will consider the EIEP in non-compliant status until resolution of the issue(s), the EIEP's SDP documents the corrections, and we approve the SDP. If, within a reasonable time as determined by SSA, the EIEP is unable to rectify a deficiency determined by SSA to present a substantial risk to SSA-provided information or to SSA, SSA will withhold approval of the SDP and discontinue the flow of SSA-provided information.

NOTE: **EIEPs that function only as an STC, transferring SSA-provided information to other EIEPs must, per the terms of their agreements with SSA, adhere to SSA's System Security Requirements (SSR) and exercise their responsibilities regarding protection of SSA-provided information.**

6.3 The Certification Process

Once the EIEP has successfully satisfied Phase 1, SSA will conduct an onsite certification review. The objective of the onsite review is to ensure the EIEP's non-technical and technical controls safeguard SSA-provided information from misuse and improper disclosure and that those safeguards function and work as intended.

At its discretion, SSA may request that the EIEP participate in an onsite review and compliance certification of their security infrastructure.

The onsite review may address any or all of SSA's security requirements and include, when appropriate:

- a demonstration of the EIEP's implementation of each requirement
- random sampling of audit records and transactions submitted to SSA
- a walkthrough of the EIEP's data center to observe and document physical security safeguards
- a demonstration of the EIEP's implementation of electronic exchange of data with SSA
- discussions with managers/supervisors
- examination of management control procedures and reports (e.g., anomaly detection reports, etc.)
- demonstration of technical tools pertaining to user access control and if appropriate, browsing prevention, specifically:
    - If the design is based on a permission module or similar design, or it is transaction driven, the EIEP will demonstrate how the system triggers requests for information from SSA.

- If the design is based on a permission module, the EIEP will demonstrate how the process for requests for SSA-provided information prevent SSNs not present in the EIEP's system from sending requests to SSA. We will attempt to obtain information from SSA using at least one, randomly created, fictitious number not known to the EIEPs system.

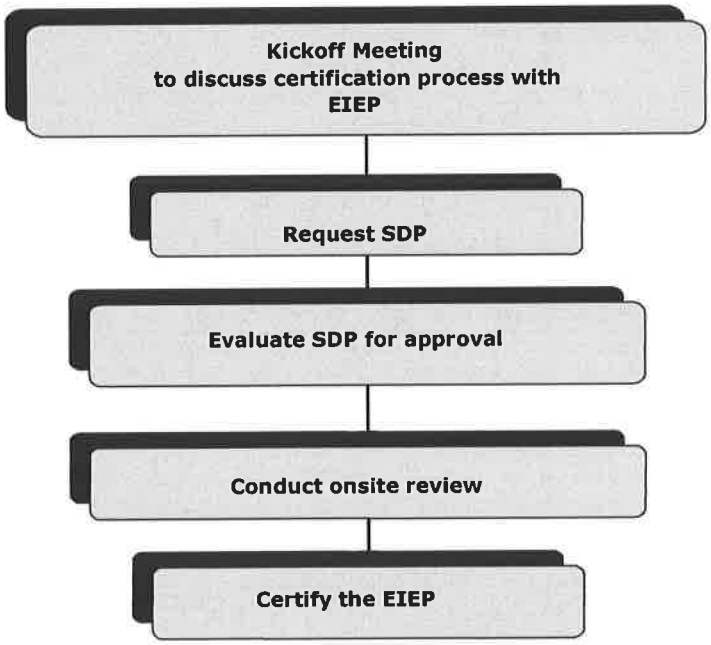
During a certification or compliance review, SSA or a certifier acting on its behalf, may request a demonstration of the EIEP's audit trail system (ATS) and its record retrieval capability. The certifier may request a demonstration of the ATS' capability to track the activity of employees who have the potential to access SSA-provided information within the EIEP's system. The certifier may request more information from those EIEPs who use an STC to handle and audit transactions. We will conduct a demonstration to see how the EIEP obtains audit information from the STC regarding the EIEP's SSA transactions.

If an STC handles and audits an EIEP's transactions, SSA requires the EIEP to demonstrate both their own in-house audit capabilities and the process used to obtain audit information from the STC.

If the EIEP employs a contractor who processes, handles, or transmits the EIEP's SSA-provided information offsite, SSA, at its discretion, may include the contractor's facility in the onsite certification review. The inspection may occur with or without a representative of the EIEP.

Upon successful completion of the onsite certification exercise, SSA will authorize electronic access to production data by the EIEP. SSA will provide written notification of its certification to the EIEP and all appropriate internal SSA components.

The following is a high-level flow chart of the OIS Certification Process:

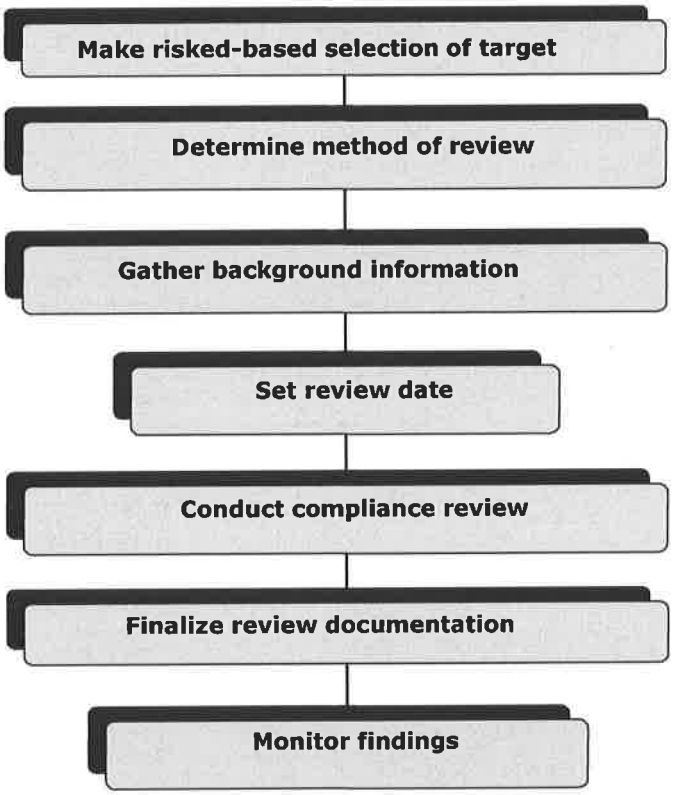


6.5 The Compliance Review Program and Process

Similar to the certification process, the compliance review program entails a rigorous process intended to ensure that EIEPs who receive electronic information from SSA are in full compliance with the Agency's security requirements and standards. As a practice, SSA attempts to conduct compliance reviews following a two to five year periodic review schedule. However, as circumstances warrant, a review may take place at any time. Three prominent examples that would trigger an ad hoc review are:

- a significant change in the outside EIEP's computing platform
- a violation of any of SSA's systems security requirements
- an unauthorized disclosure of SSA information by the EIEP

The following is a high-level flow chart of the OIS Compliance Review Process:



SSA may conduct onsite compliance reviews and include both the EIEP's main facility and a field office.

SSA may, also at its discretion, request that the EIEP participate in an onsite compliance review of their security infrastructure to confirm the implementation of SSA's security requirements.

The onsite review may address any or all of SSA's security requirements and include, where appropriate:

- a demonstration of the EIEP's implementation of each requirement
- random sampling of audit records and transactions submitted to SSA
- a walkthrough of the EIEP's data center to observe and document physical security safeguards
- a demonstration of the EIEP's implementation of online exchange of data with SSA
- discussions with managers/supervisors
- examination of management control procedures and reports (e.g. anomaly detection reports, etc.)
- demonstration of technical tools pertaining to user access control and, if appropriate, browsing prevention:
    - If the design uses a permission module or similar design, or is transaction driven, the EIEP will demonstrate how the system triggers requests for information from SSA.
    - If the design uses a permission module, the EIEP will demonstrate the process used to request SSA-provided information and prevent the EIEP's system from processing SSNs not present in the EIEP's system. We can accomplish this by attempting to obtain information from SSA using at least one, randomly created, fictitious number not known to the EIEP's system.

SSA may, at its discretion, perform an onsite or remote review for reasons including, but not limited to the following:

- the EIEP has experienced a security breach or incident involving SSA-provided information
- the EIEP has unresolved non-compliancy issue(s)
- to review an offsite contractor's facility that processes SSA-provided information
- the EIEP is a legacy organization that has not yet been through SSAs security certification and compliance review programs
- the EIEP requested that SSA perform an IV & V (Independent Verification and Validation review)

During the compliance review, SSA, or a certifier acting on its behalf, may request a demonstration of the system's audit trail and retrieval capability. The certifier may request a demonstration of the system's capability for tracking the activity of employees who view SSA-provided information within the EIEP's system. The certifier may request EIEPs that have STCs that handle and audit transactions with SSA to demonstrate the process used to obtain audit information from the STC.

If an STC handles and audits the EIEP's transactions with SSA, we may require the EIEP to demonstrate both their in-house audit capabilities and the processes used to obtain audit information from the STC regarding the EIEP's transactions with SSA.

If the EIEP employs a contractor who will process, handle, or transmit the EIEP's SSA-provided information offsite, SSA, at its discretion, may include in the onsite compliance review an onsite inspection of the contractor's facility. The inspection may occur with or without a representative of the EIEP. The format of the review in routine circumstances (i.e., the compliance review is not being conducted to address a special circumstance, such as a disclosure violation) will generally consist of reviewing and updating the EIEP's compliance with the systems security requirements described above in this document. At the conclusion of the review, SSA will issue a formal report to appropriate EIEP personnel. The Final Report will address findings and recommendations from SSA's compliance review, which includes a plan for monitoring each issue until closure.

NOTE: SSA handles documentation provided for compliance reviews as sensitive information. The information is only accessible to authorized individuals who have a need for the information as it relates to the EIEP's compliance with its electronic information sharing agreement with SSA and the associated system security requirements and procedures. SSA will not retain the EIEP's documentation any longer than required. SSA will delete, purge, or destroy the documentation when the retention requirement expires.

The following is a high-level example of the analysis that aids SSA in making a preliminary determination as to which review format is appropriate. We may also use additional factors to determine whether SSA will perform an onsite or remote compliance review.

- **High/Medium Risk Criteria**
  - undocumented closing of prior review finding(s)
  - implementation of technical/operational controls that affect security of SSA-provided information (e.g. implementation of new data access method)
  - PII breach
- **Low Risk Criteria**
  - no prior review finding(s) or prior finding(s) documented as closed
  - no implementation of technical/operational controls that impact security of SSA-provided information (e.g. implementation of new data access method)
  - no PII breach

6.5.1 EIEP Compliance Review Participation

SSA may request to meet with the following persons during the compliance review:

- a sample of managers and/or supervisors responsible for enforcing and monitoring ongoing compliance to security requirements and procedures to assess their level of training to monitor their employee's use of SSA-provided information, and for reviewing reports and taking necessary action
- the individuals responsible for performing security awareness and employee sanction functions to learn how you fulfill this requirement
- a sample of the EIEP's employees to assess their level of training and understanding of the requirements and potential sanctions applicable to the use and misuse of SSA-provided information

- the individual(s) responsible for management oversight and quality assurance functions to confirm how your agency accomplishes this requirement

- additional individuals as deemed appropriate by SSA

6.5.2 Verification of Audit Samples

Prior to or during the compliance review, SSA will present to the EIEP a sampling of transactions previously submitted to SSA for verification. SSA requires the EIEP to verify whether each transaction was, per the terms of their agreement with SSA, legitimately submitted by a user authorized to do so.

SSA requires the EIEP to provide a written attestation of the transaction review results. The document must provide:

- confirmation that each sample transaction located in the EIEP's audit file submitted by its employee(s) was for legitimate and authorized business purposes

- an explanation for each sample transaction located in the EIEP's audit file(s) determined to have been unauthorized

- an explanation for each sample transaction not found in the EIEP's ATS

When SSA provides the sample transactions to the EIEP, detailed instructions will be included. Only an official responsible for the EIEP is to provide the attestation.

6.6 Scheduling the Onsite Review

SSA will not schedule the onsite review until we approve the EIEP's SDP. SSA will send approval notification via email. There is no prescribed period for arranging the subsequent onsite review (***certification review*** for an EIEP requesting initial access to SSA-provided information for an initial agreement or ***compliance review*** for other EIEPs). Unless there are compelling circumstances precluding it, the onsite review will follow as soon as reasonably possible.

However, the scheduling of the onsite review may depend on additional factors including:

- the reason for submission of a plan

- the severity of security issues, if any

- circumstances of the previous review, if any

- SSA workload considerations

Although the scheduling of the review is contingent upon approval of the SDP, SSA may perform an onsite review prior to approval if we determine that it is necessary to complete our evaluation of a plan.

(THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

7. Additional Definitions

Back Button:

Refers to a button on a web browser's toolbar, the *backspace button* on a computer keyboard, a programmed keyboard button or mouse button, etc., that returns a user to a previously visited web page or application screen.

Breach:

Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where unauthorized persons have access or potential access to PII or Covered Information, whether physical, electronic, or in spoken word or recording.

Browsing:

Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties.

Choke Point:

The firewall between a local network and the Internet is a choke point in network security, because any attacker would have to come through that channel, which is typically protected and monitored.

Cloud Computing:

The term refers to Internet-based computing derived from the cloud drawing representing the Internet in computer network diagrams. Cloud computing providers deliver on-line and on-demand Internet services. Cloud Services normally use a browser or Web Server to deliver and store information.

Cloud Computing (NIST SP 800-145 Excerpt):

Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models.

Essential Characteristics:

On-demand self-service - A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.

Broad network access - Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g.,

mobile phones, tablets, laptops, and workstations).

Resource pooling - The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

Rapid elasticity - Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

Measured service - Cloud systems automatically control and optimize resource use by leveraging a metering capability1 at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

Service Models:

Software as a Service (SaaS) - The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure2. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Platform as a Service (PaaS) - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider.3 The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

Infrastructure as a Service (IaaS) - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Deployment Models:

Private cloud - The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

Community cloud - The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

Public cloud - The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

Hybrid cloud - The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

---

1 Typically this is done on a pay-per-use or charge-per-use basis.

2 A cloud infrastructure is the collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer.

3 This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources.

Cloud Drive:

A cloud drive is a Web-based service that provides storage space on a remote server.

Cloud Audit:

Cloud Audit is a specification developed at Cisco Systems, Inc. that provides cloud computing service providers a standard way to present and share detailed, automated statistics about performance and security.

Commingling:

Commingling is the creation of a common database or repository that stores and maintains both SSA-provided and preexisting EIEP PII.

Degaussing:

Degaussing is the method of using a "special device" (i.e., a device that generates a magnetic field) in order to disrupt magnetically recorded information. Degaussing can be effective for purging damaged media and media with exceptionally large storage capacities. Degaussing is not effective for purging non-magnetic media (e.g., optical discs).

Dial-up:

Sometimes used synonymously with *dial-in*, refers to digital data transmission over the wires of a local telephone network.

Function:

One or more persons or organizational components assigned to serve a particular purpose, or perform a particular role. The purpose, activity, or role assigned to one or more persons or organizational components.

Hub:

As it relates to electronic data exchange with SSA, a hub is an organization, which serves as an electronic information conduit or distribution collection point. The term Hub is interchangeable with the terms "StateTransmission Component," "State Transfer Component," or "STC."

ICON:

Interstate Connection Network (various entities use 'Connectivity' rather than 'Connection')

IV & V:

Independent Verification and Validation

Legacy System:

A term usually referring to a corporate or organizational computer system or network that utilizes outmoded programming languages, software, and/or hardware that typically no longer receives support from the original vendors or developers.

Manual Transaction:

A user-initiated operation (also referred to as a "user-initiated transaction"). This is the opposite of a system-generated automated process.

Example: A user enters a client's information including the client's SSN and presses the "ENTER" key to acknowledge that input of data is complete. A new screen appears with multiple options, which include "VERIFY SSN" and

"CONTINUE". The user has the option to verify the client's SSN or perform alternative actions.

Media Sanitization:

- Disposal: Refers to the discarding (e.g., recycling) of media that contains no sensitive or confidential data.

- Clearing: This type of media sanitization is adequate for protecting information from a robust keyboard attack. Clearing must prevent retrieval of information by data, disk, or file recovery utilities. Clearing must be resistant to keystroke recovery attempts executed from standard input devices and from data scavenging tools. For example, overwriting is an acceptable method for clearing media. Deleting items, however, is not sufficient for clearing.

  This process may include overwriting all addressable locations of the data, as well as its logical storage location (e.g., its file allocation table). The aim of the overwriting process is to replace or obfuscate existing information with random data. Most rewriteable media may be cleared by a single overwrite. This method of sanitization is not possible on un-writeable or damaged media.

- Purging: This type of media sanitization is a process that protects information from a laboratory attack. The terms *clearing* and *purging* are sometimes synonymous. However, for some media, clearing is not sufficient for purging (i.e., protecting data from a laboratory attack). Although most re-writeable media requires a single overwrite, purging may require multiple rewrites using different characters for each write cycle.
  This is because a laboratory attack involves threats with the capability to employ non-standard assets (e.g., specialized hardware) to attempt data recovery on media outside of that media's normal operating environment.

  Degaussing is also an example of an acceptable method for purging magnetic media. The EIEP should destroy media if purging is not a viable method for sanitization.

- Destruction: Physical destruction of media is the most effective form of sanitization. Methods of destruction include burning, pulverizing, and shredding. Any residual medium should be able to withstand a laboratory attack.

Permission module:

A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. For example, requests for verification of an SSN for issuance of a driver's license happens automatically from within a state driver's license application. The System will not allow a user to request information from SSA unless the EIEP's client system contains a record of the subject individual's SSN.

Screen Scraping:

Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal's screen. This involves reading the terminal's memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

A screen scraper might connect to a legacy system via Telnet, emulate the keystrokes needed to navigate the legacy user interface, process the resulting display output, extract the desired data, and pass it on to a modern system.

More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.

Security Breach:

An act from outside an organization that bypasses or violates security policies, practices, or procedures.

Security Incident:

A security incident happens when a fact or event signifies the possibility that a breach of security may be taking place, or may have taken place. All threats are security incidents, but not all security incidents are threats.

Security Violation:

An act from within an organization that bypasses or disobeys security policies, practices, or procedures.

Sensitive data:

Any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest of the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

SMDS (Switched Multimegabit Data Service (SMDS):

SMDS is a telecommunications service that provides connectionless, high-performance, packet-switched data transport. Although not a protocol, it supports standard protocols and communications interfaces using current technology.

SSA-provided data/information:

Synonymous with "SSA-supplied data/information." Defines information under the control of SSA that is provided to an external entity under the terms of an information exchange agreement with SSA. The following are examples of

SSA-provided data/Information:

- SSA's response to a request from an EIEP for information from SSA (e.g., date of death)

- SSA's response to a query from an EIEP for verification of an SSN

SSA data/information:

This term, sometimes used interchangeably with "SSA-provided data/information", denotes information under the control of SSA that is provided to an external entity under the terms of an information exchange agreement with SSA. However, **"SSA data/information"** also includes information provided to the EIEP by a source other than SSA, but which the EIEP attests to that SSA verified it, or the EIEP couples the information with data from SSA as to to certify the accuracy of the information. The following are examples of SSA information:

- SSA's response to a request from an EIEP for information from SSA (e.g., date of death)

- SSA's response to a query from an EIEP for verification of an SSN

- Display by the EIEP of SSA's response to a query for verification of an SSN ***and*** the associated SSN provided by SSA

- Display by the EIEP of SSA's response to a query for verification of an SSN ***and*** the associated SSN provided to the EIEP by a source other than SSA

- Electronic records that contain only SSA's response to a query for verification of an SSN ***and*** the associated SSN whether provided to the EIEP by SSA or a source other than SSA

SSN:

Social Security Number

STC:

A State Transmission/Transfer Component is an organization that performs as an electronic information conduit or collection point for one or more other entities (also referred to as a hub).

System-generated transaction:

A transaction automatically triggered by an automated system process.

Example: A user enters a client's information including the client's SSN on an input screen and presses the "ENTER" key to acknowledge that input of data is complete. An automated process then matches the SSN against the organization's database and when the systems finds no match, automatically sends an electronic request for verification of the SSN to SSA.

Systems process:

The Term "Systems Process" refers to a software program module that runs in the background within an automated batch, online, or other process.

Third Party:

This term pertains to an entity (person or organization) provided access to SSA-provided information by an EIEP or other SSA business partner for which one or more of the following apply:

- is not stipulated access to SSA-provided information by an information-sharing agreement between an EIEP and SSA
- has no information-sharing agreement with SSA
- SSA does not directly authorize access to SSA-provided information

Transaction-driven:

This term pertains to an automatically initiated online query of or request for SSA information by an automated transaction process (e.g., driver license issuance, etc.). The query or request will only occur the automated process meets prescribed conditions.

Uncontrolled transaction:

This term pertains to a transaction that falls outside a permission module. An uncontrolled transaction is not subject to a systematically enforced relationship between an authorized process or application and an existing client record.

(THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

8. Regulatory References

Federal Information Processing Standards

(FIPS) Publications Federal Information

Security Management Act of 2002 (FISMA)

Homeland Security Presidential Directive

(HSPD-12)

National Institute of Standards and Technology (NIST) Special Publications

Office of Management and Budget (OMB) Circular A-123, *Management's Responsibility for Internal Control*

Office of Management and Budget (OMB) Circular A-130, Appendix III, *Management of Federal Information Resources*

Office of Management and Budget (OMB) Memo M-06-16, *Protection of Sensitive Agency Information, June 23, 2006*

Office of Management and Budget (OMB) Memo M-07-16, *Memorandum for the Heads of Executive Departments and Agencies May 22, 2007*

Office of Management and Budget (OMB) Memo M-07-17, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007*

Privacy Act of 1974

(THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

9. Frequently Asked Questions

(Click links for answers or additional information)

1. Q: What is a breach of data?
   A: Refer also to Security Breach, Security Incident, and Security Violation.

2. Q: What is employee browsing?
   A: Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties

3. Q: Okay, so the SDP was submitted. Can the Onsite Review be scheduled now?
   A: Refer to Scheduling the Onsite Review.

4. Q: What is a "Permission Module"?
   A: A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. For example, if requests for verification of an SSN for issuance of a driver's license happens automatically from within a state driver's license application. The System will not allow a user to request information from SSA unless the EIEP's client system contains a record of the subject individual's SSN.

5. Q: What is meant by Screen Scraping?
   A: Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal's screen. This involves reading the terminal's memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

   A screen scraper might connect to a legacy system via Telnet, emulate the keystrokes needed to navigate the legacy user interface, process the resulting display output, extract the desired data, and pass it on to a modern system.

   More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.

6. Q: When does an EIEP have to submit an SDP?
   A: Refer to When the SDP and RA are Required.

7. Q: Does an EIEP have to submit an SDP when the agreement is

renewed?

A: The EIEP does not have to submit an SDP ***because*** the agreement between the EIEP and SSA was renewed. There are, however, circumstances that require an EIEP to submit an SDP. Refer to When the SDP and RA are Required.

8. Q: Is it acceptable to save SSA data with a verified indicator on a (EIEP) workstation if the EIEP uses an encrypted hard drive? If not, what options does the agency have?

A: There is no problem with an EIEP saving SSA-provided information on the encrypted hard drives of computers used to process SSA data if the EIEP retains the information only as provided for in the EIEP's data-sharing agreement with SSA. Refer to Data and Communications Security.

9. Q: Does SSA allow EIEPs to use caching of SSA-provided information on the EIEP's workstations?

A: Caching during processing is not a problem. However, SSA-provided information must clear from the cache when the user exits the application. Refer to Data and Communications Security.

10. Q: What does the term "interconnections to other systems" mean?

A: As used in SSA's system security requirements document, the term "interconnections" is the same as the term "connections."

11. Q: Is it acceptable to submit the SDP as a .PDF file?

A: No, it is not. The document must remain editable.

12. Q: Should the EIEP write the SDP from the standpoint of my agency's SVES access itself, or from the standpoint of access to all data provided to us by SSA?

A: The SDP is to encompass your agency's electronic access to SSA-provided information as per the electronic data sharing agreement between your agency and SSA. Refer to Developing the SDP.

13. Q: If we have a "transaction-driven" system, do we still need a permission module? If employees cannot initiate a query to SSA, why would we need the permission module?

A: "Transaction driven" basically means that queries automatically submit requests (and it might depend on the transaction). Depending on the system's design, queries might not be automatic or it may still permit manual transactions. A system may require manual transactions to correct an error. SSA does not prohibit manual transactions if an ATS properly tracks such transactions. If a "transaction-driven" system permits any type of alternate access; it still requires a permission module, even if it restricts users from performing manual transactions. If the system does ***not*** require the user to be in a particular application or the query to be for an existing record in the EIEP's system ***before*** the system will allow a query to go through to SSA, it would still need a permission module.

14. Q: What is an Onsite Compliance Review?

A: The Onsite Compliance Review is the process wherein SSA performs periodic site visits to its Electronic Information Exchange Partners (EIEP) to certify whether the EIEP's technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the Compliance Review Program and Process.

15. Q: What are the criteria for performing an Onsite Compliance Review?
A: The following are criteria for performing the Onsite Compliance Review:

- EIEP initiating new access or new access method for obtaining information from SSA
- EIEP's cyclical review (previous review was performed remotely)
- EIEP has made significant change(s) in its operating or security platform involving SSA-provided information
- EIEP experienced a breach of SSA-provided personally identifying information (PII)
- EIEP has been determined to be high-risk

Refer also to the Review Determination Matrix.

16. Q: What is a Remote Compliance Review?
A: The Remote Compliance Review is when SSA conducts the meetings remotely (e.g., via conference calls). SSA schedules conference calls with its EIEPs to determine whether the EIEPs technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the Compliance Review Program and Process.

17. Q: What are the criteria for performing a Remote Compliance Review?
A: The EIEP must satisfy the following criteria to qualify for a Remote Compliance Review:

- EIEP's cyclical review (SSA's previous review yielded no findings or the EIEP satisfactorily resolved cited findings)
- EIEP has made no significant change(s) in its operating or security platform involving SSA-provided information
- EIEP has not experienced a breach of SSA-provided personally identifiable information (PII) since its previous compliance review.
- SSA rates the EIEP as a low-risk agency or state

Refer also to the Review Determination Matrix

ATTACHMENT 5

WORKSHEET FOR REPORTING LOSS OR POTENTIAL LOSS OF PERSONALLY IDENTIFIABLE INFORMATION

ATTACHMENT 5 **09/27/06**

Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. **Information about the individual making the report to the NCSC:**

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

2. **Information about the data that was lost/stolen:**
   Describe what was lost or stolen (e.g., case file, MBR data):

   Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

   Estimated volume of records involved:

3. **How was the data physically stored, packaged and/or contained?**
   Paper or Electronic? (circle one):

   If Electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone #	
Hard Drive		Floppy Disk		USB Drive			
Other (describe):							

Additional Questions if Electronic:

	Yes	No	Not Sure
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name:			
Cardholder's SSA logon PIN:			
Hardware Make/Model:			
Hardware Serial Number:			

Additional Questions if Paper:

	Yes	No	Not Sure
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

4. **If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/contractor:**

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					

5. **Circumstances of the loss:**
   a. When was it lost/stolen?

   b. Brief description of how the loss/theft occurred:

   c. When was it reported to SSA management official (date and time)?

6. **Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)**

7. **Which reports have been filed? (include FPS, local police, and SSA reports)**

Report Filed	Yes	No	Report Number
Federal Protective Service			
Local Police			

	Yes	No
SSA-3114 (Incident Alert)		
SSA-342 (Report of Survey)		
Other (describe)		

8. **Other pertinent information (include actions under way, as well as any contacts with other agencies, law enforcement or the press):**

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only:
AGENDA NUMBER
12

X Consent Departmental Correspondence Action Public Hearing

Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Approve the Contract between County of Inyo and Crestwood Behavioral Health, Inc.

DEPARTMENTAL RECOMMENDATION:
Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care in the amount not to exceed $30,000 for the period of July 1, 2015 to June 30, 2016; contingent upon Board's adoption of FY 2015/2016 Budget; and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Mental Health currently has one LPS conserved individual at Crestwood Behavioral Health, Inc. This individual is now placed in a Crestwood facility in Stockton. This individual had resided in the IMD facility in Vallejo for many years but needed to be moved due to a change in the designation of the Vallejo facility. Crestwood provides specialized services that meet both the physical and emotional needs of this person. Crestwood works closely with the deputy conservators and provides treatment updates and planning as appropriate.

ALTERNATIVES:
Crestwood has offered excellent service for vulnerable persons. They are committed to providing service in the least restrictive setting. The conservatees continue to receive quality treatment in this facility. Your Board could choose not to approve this contract. This would jeopardize the placement for the conservatees. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

OTHER AGENCY INVOLVEMENT:
Inyo County Courts.

FINANCING:
100% Mental Health Realignment Funds. (clients partially reimburse with SSI payments). This contract is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Margaret Kemp-Williams Date 05/06/15
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 05/07/2015
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 5/14/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 5-18-15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

Page 4, Paragraph 11, replaced by the following:

A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, it Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or international acts, or omissions of CONTRACTOR's officers, directors, agents, employees or subcontractors.

B. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts, or omission of COUNTY's Board of Supervisors, officers, directors, agents employees, or volunteers.

C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors and CONTRACTOR's subcontractors.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCHEDULE OF FEES:

Pursuant to Welfare and Institutions Code Section 5902(e), reimbursement for basic services shall be at the rate established by the State Department of Health for nursing facilities plus the rate established for special treatment (patch rate). Current daily rate of $50.00 Leave of Absence shall be paid at the rate pursuant to the attached IMD Per Diem rates. In addition, County shall pay $45.00 per month for personal needs money.

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2015

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

IMD 18-64

	BASIC	ENHANCED	TOTAL
CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING			
	192.10	20.00	212.10
	192.10	40.00	232.10
	192.10	50.00	242.10

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2015

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64

STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	192.10	14.00	206.10
MODESTO			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	192.10	14.00	206.10
FREMONT GTC	NON MEDI CAL	222.79	118.00	340.79
	NEURO-BEHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT		0.00	28.00	28.00
		0.00	50.00	50.00
			80.00	80.00
			118.00	118.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2015

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	205.00
	SUB ACUTE	247.00
SAN JOSE		244.00
	PREGNANT	255.00
VALLEJO	LEVEL 1	302.00
	LEVEL 2	257.00
	LEVEL 3	228.00
	LEVEL 4	214.00
ANGWIN	LEVEL 1	293.00
	LEVEL 2	234.00
	LEVEL 3	190.00
BAKERSFIELD	LEVEL 1	247.00
	LEVEL 2	549.00
EUREKA		258.00
SAN DIEGO	LEVEL 1	362.00
	LEVEL 2	310.00
	LEVEL 3	259.00
	BED HOLD	254.00
BAYVIEW	LEVEL 1	350.00
	LEVEL 2	300.00
	LEVEL 3	250.00
	BED HOLD	245.00
KINGSBURG	LEVEL 1	350.00
	LEVEL 2	300.00
	LEVEL 3	250.00
	BED HOLD	245.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2015

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO		778.68
SAN JOSE		914.00
	INDIGENT	1,018.00
SOLANO		805.00
KERN		892.00
AMERICAN RIVER		772.50

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2015

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA)	RCFE	113.00
	PATHWAY	160.00
OUR HOUSE		105.00
BRIDGE(KERN)		168.00
AMERICAN RIVER RESIDENTIAL		110.00
PLEASANT HILL BRIDGE		110.00
PLEASANT HILL PATHWAYS		163.00
FRESNO		168.00
VALLEJO RCFE		115.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2015

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
VALLEJO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
MODESTO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
REDDING GTC	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	20.00	20.00
	28.00	28.00
	50.00	50.00

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only:
AGENDA NUMBER
13

X Consent Departmental Correspondence Action Public Hearing

Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Approval of Contract between County of Inyo and Merced Behavioral Center.

DEPARTMENTAL RECOMMENDATION:
Request Board approve the contract between County of Inyo and Merced Behavioral Health Center for residential placement for adults in a locked facility in an amount not to exceed $35,000 for the period of July 1, 2015 to June 30, 2016; contingent upon Board's adoption of FY 2015/2016 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Inyo Mental Health has placed LPS conserved adult individuals in this facility for the last seventeen years. Merced Behavioral Center provides specialized services that meet both the physical and emotional needs of these persons. In the past, fourteen persons placed at Merced Behavioral Center have completed the treatment and have successfully "stepped down" intensity of treatment and eventually were terminated from conservatorship status to live independently or in a board and care facility in the community. Merced Behavioral Center works closely with the deputy conservators and provides treatment updates and planning as appropriate.

ALTERNATIVES:
Merced Behavioral Center has offered excellent treatment services for these vulnerable persons. They are committed to providing services in the least restrictive setting. Your Board could choose not to approve this contract. This would jeopardize the placement for the conservatee. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

OTHER AGENCY INVOLVEMENT:
Inyo County Courts

FINANCING:
100% Mental Health Realignment Funds (clients partially reimburse with SSI payments). This expense will be budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Margaret Long-Williams Date 05/06/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Date 05/07/2015
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 5/14/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 5-18-15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Merced Behavioral Center
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2016 **TO:** June 30, 2016

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Merced Behavioral Center. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Merced Behavioral Center
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCHEDULE OF FEES:

In Attachment B, Agreement Between County of Inyo and Merced Behavioral Center Schedule of Fees, is amended to read as follows:

Mental Health Rehabilitation Center/IMD Services (AB 360 rate)	$179.68
Special Treatment Program Patch	$5.72
TOTAL COST PER DAY WITH PATCH	$185.40
Daily Bed Hold Rate Is $178.56	
Additional treatment team as necessary, 1 on 1 service with Pre-Autorization	$200.00 (Each Additional Day)
Daily Patch Rate Special Services Agreement	

(If rates change due to State increase, then rate will be adjusted accordingly to meet State rates.)

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES- Public Health

FOR THE BOARD MEETING OF: June 2, 2015

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

DEPARTMENTAL RECOMMENDATION: Request your Board approve Agreement Number 14-10895 between the County of Inyo and the California Department of Public Health, implementing a project for Ebola preparedness and response, in an amount not to exceed $65,379.00 for the period of July 1, 2015 to September 30, 2016, and authorize the Health and Human Services Department Director to sign Agreement Number 14-10895, the Certification Regarding Lobbying, the Non-Supplantation Certification, and the Letter of Acceptance.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
In April, 2015, the HHS Public Health division submitted a grant application to the California Department of Public Health to be considered for Supplemental Public Health Emergency Preparedness (PHEP) funding related to Ebola Preparedness and Response. CDPH approved the grant application and allocated $65,379.00 to Inyo County.

The Inyo County work plan for Supplemental Ebola funds will focus on four of the seven Public Health Emergency Preparedness capabilities designated by the federal Centers for Disease Control (CDC): Community Preparedness, Responder Safety and Health, Emergency Public Information and Warning, and Medical Surge. The goals of the work plan will be accomplished through tabletop drills, functional exercises, and equipment and infrastructure improvements that will increase Public Health and community preparedness for a pandemic, such as the Ebola virus.

The Supplemental Ebola funds the County will receive will not be used to supplant existing funding and will be spent according to the budget approved by the California Department of Public Health (CDPH). The signed certification assures the CDPH that the funds were not supplanted for Emergency Preparedness expenditures; that reports concerning the funds are accurate; and the funds were placed in the trust fund and used only according to the County Emergency Preparedness Plan and Budget.

ALTERNATIVES:
Not signing this Agreement would disallow Inyo County from accepting the funds.

OTHER AGENCY INVOLVEMENT:
Emergency Operations Coordinator, Inyo County Sheriff representation, Inyo County Environmental Health, Northern Inyo and Southern Inyo Hospitals, fire departments, ambulance providers, medical providers and schools.

FINANCING:

Federal funding for the local PHEP Supplemental Ebola grant is $65,379.00. No County General Funds. Funding is brought into the Health Budget (045100) as revenue.

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: 5-15-15
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 5/20/2015
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: 5/21/15
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: ✓ Date: 5/21/15

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 5-21-15

(Not to be signed until all approvals are received)

EMERGENCY PREPAREDNESS OFFICE

SUPPLEMENTAL FUNDING FOR EBOLA PREPAREDNESS AND RESPONSE

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Inyo County, hereinafter "Awardee"

Implementing the project, "Supplemental Funding for Ebola Preparedness and Response," hereinafter "Project"

AGREEMENT ALLOCATING FUNDS, NUMBER 15-10358

The Department awards this funding and the Awardee accepts and agrees to use the funding as follows:

AUTHORITY: The Department has authority to award funds for the Project under Health and Safety Code, Sections 101319, 131058, and 131085.

PURPOSE: The Department shall provide an award to the Awardee; the purpose of the award is to support accelerated state and local public health preparedness planning and operational readiness for responding to Ebola.

The Awardee agrees to use the funds for the purposes and activities described in (1) CDC Funding Opportunity Number CDC-RFA-TP12-12010302SUPP15; and (2) Awardee's Application, Work Plan, and Budget.

AWARD AMOUNT: The maximum amount payable under this Award shall not exceed $65,379.00 dollars.

TERM OF AWARD: The term of the Award shall begin on July 1, 2015, or upon approval of this Award, and terminate on September 30, 2016. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2016.

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

California Department of Public Health	Awardee **Inyo County**
Name: Mark Pfeifer	Name: Anna Scott
Address: 1615 Capitol Ave. Suite 73.373	Address: 207 A West South St.
City, ZIP: Sacramento, 95814	City, ZIP: Bishop, 93514
Phone: 916-319-8190	Phone: 760-873-7868
Fax: 916-650-6420	Fax: 760-873-7800
E-mail: Mark.Pfeifer@cdph.ca.gov	E-mail: ascott@inyocounty.us

Direct all inquiries to:

California Department of Public Health, Emergency Preparedness Office	**Awardee: Inyo County**
Attention: Mark Pfeifer	Attention: Anna Scott
Address: 1615 Capitol Ave. suite, 73.373	Address: 207 A West South St.
City, Zip: Sacramento, 95814	City, Zip: Bishop, 93514
Phone: 916-319-8190	Phone: 760-873-7868
Fax: 916-650-6420	Fax: 760-873-7800
E-mail: Mark.Pfeifer@cdph.ca.gov	E-mail: ascott@inyocounty.us

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

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

Exhibit A CALIFORNIA WORK PLAN – PHEP SUPPLEMENTAL EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E REQUEST FOR APPLICATION

Exhibit F FEDERAL TERMS AND CONDITIONS

AWARDEE REPRESENTATIONS: The Awardee(s) accept all terms, provisions, and conditions of this Award, including those stated in the Exhibits incorporated by reference above. The Awardee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for funding. The Awardee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement Allocating Funds on the dates set forth below.

Executed By:

Date: _____

_____
Jean Turner, Director
County of Inyo – Health Services
207A West South Street
Bishop, CA. 93514

Date: _____

_____
Elizabeth Stone, Chief
Contract Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899-7377

Attachment C

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Inyo County

PHEP Ebola Supplemental Fund Work Plan

Local Health Departments are required to submit a work plan outlining plans, planned activities, and expected outcomes related to public health functions as described in CDC-RFA-TP12-12010302SUPP15. Work plans should not duplicate previously funded activities but rather expand upon such activities (e.g. augment scope, prolong duration).

The work plan is targeted to address public health preparedness capabilities related to the following recipient activities:

Activity 1: Community Preparedness

Activity 2: Public Health Surveillance and Epidemiological Investigation

Activity 3: Public Health Laboratory Testing

Activity 4: Non-Pharmaceutical Interventions

Activity 5: Responder (Worker) Safety and Health

Activity 6: Emergency Public Information and Warning/Information Sharing

Recipient Activity 7: Medical Surge

Please provide the following information for each of the seven (7) recipient activities as noted on page 12 of the supplemental guidance.

1. **Problem statement:** Define what the problem or issue your jurisdiction seeks to resolve with supplemental funds during the project period. Limitations or "root causes" that have led to the current problem/issue may be included.
2. **Baseline Capacity:** Specify the current baseline capacity in this area, such as current percentage of staff who can don/doff PPE per CDC guidelines.
3. **Outcomes:** Define the expected outcomes that align to resolving the problem or closing the gaps. The outcomes should define what changes or improvements will occur to the public health/healthcare systems or to the community such as awareness, knowledge, attitudes, skills, opinion, behavior, policies, and health improvement. Ideally, outcomes should link to planned activities, quantify the targeted change, and include an estimated timeline for achieving the change. Awardee can insert as many outcomes as needed.
4. **Planned activities:** List the intermediate activities Awardee will undertake, including tasks and estimated start and end dates that will lead to the associated outcome and contribute to resolving the identified issue or problems. Awardees can insert as many planned activities as needed.
5. **Proposed outputs:** List the proposed outputs that will be produced as a result of the planned activities, such as a plan, a training curriculum, or a tracking system database.

Attachment C

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Inyo County

LHD:	Inyo County
Submitted By:	Richard O. Johnson, Health Officer Anna Scott, HHS Deputy Director- Public Health
Contact Phone and Email:	Cell: 760-914-0496 drrickjohn@gmail.com Office: 760-873-7868 ascott@inyocounty.us
Date:	4/24/2015

Work Plan

Recipient Activity 1: Community Preparedness

Recipient Activity 1 Problem Statement (Please limit to 500 characters)	
We have only limited outreach to additional partners through our Healthcare Coalition. We have not linked roles and responsibilities of agencies serving at-risk populations with our top three hazards. The required 11 sectors are not adequately represented. The mental/behavioral health aspects of disasters have not been addressed. Recovery planning has not been addressed.	
Recipient Activity 1 Baseline Capacity (Please limit to 500 characters)	
We have a Healthcare Coalition with essential partners that meets on a regular basis, and a current Health Hazard Vulnerability Assessment. We have focused on identifying the roles and responsibilities of these essential members of the coalition in responding to our top 3 hazards.	
Outcomes (Please limit to 500 characters)	
We will enhance the readiness and capacity of our communities to respond to and recover from emergencies and disasters. We will build upon the resilience of individuals, neighborhoods, faith and community based organizations, businesses, and local, state, tribal, and federal governments and agencies. Outcomes will include: - Increasing the # of partners involved in a community centered approach to building disaster resilience - Mapping community hazards, vulnerabilities, resources, and strengths - Creating a community response plan including response to infectious diseases - Strategies to address environmental health concerns - Learning and applying core concepts of Psychological First Aid to assist with health issues associated with infectious disease response and other hazards. - Developing steps, identifying partners, resources, and priorities in the recovery process	
Planned Activities for Outcomes (250 character limit each, please add rows as needed)	**Estimated Timeframe**
1. Contract with the Loma Linda University Center for Public Health Preparedness (LLU CPHP) to facilitate use of their "Cultivating a Culture of Community Resilience" program in our local jurisdiction.	Start:7/1/15 End: 9/30/16
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	

Attachment C

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Inyo County

1. Be able to demonstrate increased levels of community engagement in supporting collaborative and sustainable emergency public health programming.
2. A community map will illustrate hazards, vulnerabilities, resources, and strengths.
3. A community preparedness plan, using the community map, will include strategies to address hazards and vulnerabilities with resources and strengths.
4. A community/neighborhood response plan will be developed.
5. Strategies to address environmental health after a disaster will be developed.
6. #'s of community members trained in core concepts of Psychological First Aid will be documented.
7. A plan for recovery will be developed, including partners, steps, priorities, and resources.

Recipient Activity 2: Public Health Surveillance and Epidemiological Investigation

Recipient Activity 2 Problem Statement (Please limit to 500 characters)	
N/A	
Recipient Activity 2 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	**Estimated Timeframe**
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	

Attachment C

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Inyo County

Recipient Activity 3: Public Health Laboratory Testing

Recipient Activity 3 Problem Statement (Please limit to 500 characters)	
N/A	
Recipient Activity 3 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	**Estimated Timeframe**
1	Start: End:
2	Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1	
2	

Recipient Activity 4: Non-Pharmaceutical Interventions

Recipient Activity 4 Problem Statement (Please limit to 500 characters)	
N/A	
Recipient Activity 4 Baseline Capacity (Please limit to 500 characters)	
Outcomes (Please limit to 500 characters)	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	**Estimated Timeframe**
1	Start: End:
2	Start: End:
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	

Attachment C

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Inyo County

1
2

Recipient Activity 5: Responder Safety and Health

Recipient Activity 5 Problem Statement (Please limit to 500 characters)	
PPE for emerging infectious disease outbreaks may require equipment meeting the ATD Standard in California.	
Recipient Activity 5 Baseline Capacity (Please limit to 500 characters)	
Public Health and EMS do not have any suites of PPE for staff who may be called on to respond to a potential case of an emerging infectious disease. The hospitals have a very limited supply. Mutual aid resources are long distances away due to our remote location.	
Outcomes (Please limit to 500 characters)	
Purchase of suites of PPE meeting the ATD Standard in order for public health staff to adequately respond to any possible case of an emerging infectious disease.	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	**Estimated Timeframe**
1. Purchase suites of PPE.	Start: 7/1/15 End:12/31/15
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1. Have available adequate PPE supply to protect public health staff from potential exposure to an emerging infectious disease.	

Recipient Activity 6: Emergency Public Information and Warning/Information Sharing

Recipient Activity 6 Problem Statement (Please limit to 500 characters)
The technology supporting our emergency operations centers is inadequate for efficient functioning of our staff during a response. Our equipment for community training is badly in need of updating/upgrading. Our Web site does not have the ability to add timely information for the public in the midst of an emergency/disaster.
Recipient Activity 6 Baseline Capacity (Please limit to 500 characters)
Communication and documentation of important information in the emergency operations center is via paper and pencil. Our projector does not consistently synchronize with a laptop. Our Web site is static without the ability to put timely information out to the public.
Outcomes (Please limit to 500 characters)
We will be able to function more efficiently in information sharing and emergency operations during response to Ebola, other infectious diseases and all hazards. The purchase of a projector will enhance our ability to deliver effective trainings to our partners in the 11 sectors, as well as to the public, including at-risk populations. An enhanced Web site will allow us to utilize this

vehicle as a tool to efficiently communicate timely messaging to the public in the event of an emerging infectious disease outbreak.	
Planned Activities for Outcomes (250-character limit each, please add rows as needed)	**Estimated Timeframe**
1. Purchase communications equipment, such as a "Smartboard," for use in the emergency operations center.	Start:7/1/15 End:12/31/15
2. Purchase presentation equipment, including a projector, for use in community presentations and trainings with community partners.	Start:7/1/15 End:12/31/15
3. Contract with a person or entity to enhance the development of our HHS Web site to include the ability to deliver timely messages to the public during an emerging infectious disease response.	Start: 7/1/15 End: 7/1/16
4. Purchase a software license to allow HHS staff to develop web content and maintain the website, as needed.	Start: 7/1/15 End: 7/1/16
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1. A "Smartboard" functional in the emergency operations center.	
2. A projector available for use in community presentations and trainings.	
3. An enhanced HHS Website able to deliver timely messaging in the midst of an emerging infectious disease response.	

Recipient Activity 7: Medical Surge

Recipient Activity 7 Problem Statement (Please limit to 500 characters)	
An outbreak of an emerging infectious disease would present us with a medical surge without the ability to transfer patients to other jurisdictions who would also be impacted and not have any capacity to accept additional patients.	
Recipient Activity 7 Baseline Capacity (Please limit to 500 characters)	
We have a draft Government Authorized Alternate Care Site Plan that has not been vetted completely with our Healthcare Coalition. There has not been any training on the plan, and it has not been exercised.	
Outcomes (Please limit to 500 characters)	
As we finalize the plan and provide training on it, we then need to exercise the plan with our Healthcare Coalition partners.	
Planned Activities for Outcomes (250-character limit each; please add rows as needed)	**Estimated Timeframe**
1. Training and planning meeting with our Healthcare Coalition	Spring 2016
2. Tabletop exercise with our Healthcare Coalition	Spring 2016
3. Functional exercise with our Healthcare Coalition	Spring 2016
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	
1. AAR/IP according to HSEEP standards.	

Attachment C

Work Plan Template
PHEP Supplemental for Ebola Preparedness and Response Activities
Inyo County

2. Revised GAACS Plan based on lessons learned in the exercise.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Invoices shall include the Number of the Agreement Allocating Funds and shall be submitted in not more frequently than monthly in arrears to:

ebolafunds@cdph.ca.gov
In the subject line, please identify "PHEP Ebola Invoice" and your County Name.

B. Invoices shall:

1) Be prepared on Awardee's letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A, Application and Work Plan.
2) Bear the Awardee's name as shown on the Agreement Allocating Funds.
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 Award. Subject to the terms of this Award, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable, and approved by CDPH.

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 Allocating Funds does not appropriate sufficient funds for the program, this Award shall be of no further force and effect. In this event, the Department shall have no liability to pay any funds whatsoever to Awardee or to furnish any other considerations under this Award and Awardee shall not be obligated to perform any tasks or to fulfill any provisions of this Award.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Agreement Allocating Funds with no liability occurring to the Department, or offer an amendment to reflect a change in the amount of the Award.

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 Award shall not exceed:

1) $65,379.00 for the federal budget period of 07/01/15 through 09/30/16.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the Department's fiscal year in which the activities in the Work Plan were conducted.

Exhibit B
Budget Detail and Payment Provisions

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Award, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the Department under this Award have ceased and that no further payments are due or outstanding.

B. The Department may, at its discretion, choose not to honor any delinquent final invoice if the Awardee fails to obtain prior written Department approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

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

Exhibit C

STANDARD AWARD CONDITIONS

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

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

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

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

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

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

7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: Awardee agrees that, at a minimum, its fiscal control and accounting procedures

will be sufficient to permit tracing of all Award funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Award. Awardee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

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

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

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

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

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

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

Exhibit C

STANDARD AWARD CONDITIONS

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

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all Award funds received under this Award;
- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to Award funds disbursed under this Award;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

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

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

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

Exhibit D

Additional Provisions

1. Additional Incorporated Documents

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

1. *Request for Application (RFA) 15-0001.*

2. *Public health Emergency Preparedness (PHEP) Ebola Supplemental Agreement (CDC-RFA-TP12-12010302SUPP15).*

2. Cancellation / Termination

A. This Award may be cancelled by Department without cause upon thirty (30) calendar days advance written notice to the Awardee.

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

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

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

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

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

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

E. In the event of early termination or cancellation, the Awardee shall be entitled to reimbursement for services performed satisfactorily under this award and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Award.

F. In the event of termination, and at the request of Department, the Awardee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other

Exhibit D

Additional Provisions

materials related to the services or deliverables provided under this Award, whether finished or in progress on the termination date.

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

H. Upon receipt of notification of termination of this Award, and except as otherwise specified by Department, the Awardee shall:

1) Place no further order or sub-Awards for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-Awards.

3) Upon the effective date of termination of the Award and the payment by Department of all items properly chargeable to Department hereunder, Awardee shall transfer, assign and make available to Department all property and materials belonging to Department, all rights and claims to any and all reservations, Awards, and arrangements with owners of media/PR materials, or others, and shall make available to Department all written information regarding Department's media/PR materials, and no extra compensation is to be paid to Awardee for its services.

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

I. Department may, at its discretion, require the Awardee to cease performance of certain components of the Work Plan as designated by Department and complete performance of other components prior to the termination date of the Award.

3. Avoidance of Conflicts of Interest by Awardee

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

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

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

Exhibit D

Additional Provisions

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

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

Exhibit E

Request for Applications (RFA) No. 14-0001

Supplemental Funding for Ebola Preparedness and Response

March 2015

California Department of Public Health
Emergency Preparedness Office
PO Box 997377, MS-7002
Sacramento, CA 95899-7377

Table of Contents

A. Purpose **4**
B. Background **4**
C. Award Term **4**
D. Application Key Dates **4**
E. LHD and Laboratory Testing/Capacity Funds **4**
F. Capabilities-Based Planning Approach **5**
G Laboratory Testing/Capacity Funding Criteria **5**
H. Priorities Identified by CDPH and Local Leadership **6**
1. Public Health Activities 6
2. EMS Activities 7
I. Required Documentation **7**
J. Application Work Plan and Budget Submission **8**
1. Submission Instructions: 8
2. Important Submission Notes 8
K. Signed Ebola Agreement **8**
1. Extension Requests 9
2. Submission Instructions 9
3. What to Send 9
4. How to Send 9
5. Where to Send 9
L. Work Plan and Budget Review Process **10**
1. Review Process 10
State and Federal Reporting Requirements **10**

ATTACHMENTS

ATTACHMENT A: Request for Application
ATTACHMENT B: PHEP Ebola Supplemental Funds Local Allocation Table
ATTACHMENT C: PHEP Ebola Supplemental Fund Work Plan
ATTACHMENT D: Ebola Budget Instructions
ATTACHMENT E: Ebola Budget Cost Sheet
ATTACHMENT F: Non-Supplantation Form
ATTACHMENT G: Letter of Acceptance

APPENDIX

APPENDIX A: Draft Award Agreement
APPENDIX B: Work Plan
APPENDIX C: Budget Detail and Payment Provisions
APPENDIX D: Standard Award Conditions
APPENDIX E: Additional Provisions
APPENDIX F: Federal Terms and Conditions (Exhibit F)

A. PURPOSE

The California Department of Public Health (CDPH), Emergency Preparedness Office is soliciting local health departments (LHDs) to provide services as described in this RFA. Funds are to support local public health preparedness planning and operations readiness for responding to the Ebola virus disease (EVD).

B. BACKGROUND

This document describes the application process for Local Health Departments (LHDs) to apply for funds available through the following federal funding announcements:

- The Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness (PHEP) Ebola Supplemental Agreement – (CDC-RFA-TP12-12010302SUPP15), CFDA Number 93.074 Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreements /PHEP Supplemental for Ebola Preparedness and Response Activities

- Governing Documents - California Health and Safety Code, Section 101319, 131058, and 131085.

C. AWARD TERM

The award term period for PHEP Supplemental Ebola funds begins April 1, 2015 and ends September 30, 2016. LHDs required documents as identified under "Required Documentation" of this RFA are due to CDPH April 1, 2015.

D. APPLICATION KEY DATES

Applications for PHEP Supplemental Ebola Funding	
Date	**Description**
March 9, 2015	Local Application Release
April 1, 2015	Local Applications Due (Work Plan & Budget)
Within 45 days of receipt.	Target Date for Completing First Review of Local Applications
Within 60 days of approval.	Final Date for Returning Signed Allocation Agreements

E. LHD AND LABORATORY TESTING/CAPACITY FUNDS

- The Local Allocations Table (Attachment B) displays allocations for each LHD.

- In addition, CDPH has allocated $1 million in local funding to enhance laboratory capacity for Ebola Reverse Transcription-Polymerase Chain (RT-PCR) and other infectious disease testing across the State. Public Health Laboratories that are currently Laboratory Response Network-Biological (LRN-B) certified may apply for funding to establish, maintain or enhance laboratory capacity for conducting Ebola testing. Budget activities needed to develop capacity to sustain existing capacity.

F. CAPABILTIES-BASED PLANNING APPROACH

LHDs will use PHEP funds to build and sustain capability development under the allowable Capabilities as identified in the federal funding announcement including the associated planning, personnel, equipment, training, exercises, and healthcare coalition development to assure readiness and response capability to respond to EVD within the community. See PHEP Capabilities below for links.

PHEP Capabilities

In March 2011, CDC released Public Health Preparedness Capabilities: National Standards for State and Local Planning.
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf

CDC allows the following Capabilities to be addressed under Ebola Supplemental Funds:

- Community Preparedness;
- Public Health Surveillance and Epidemiological Investigation;
- Public Health Laboratory Testing;
- Non-Pharmaceutical Interventions;
- Responder Safety and Health;
- Emergency Public Information and Warning/Information Sharing; and
- Medical Surge.

G. LABORATORY TESTING/CAPACITY FUNDING CRITERIA

Currently, there are four public health laboratories (PHLs) certified to perform Ebola RT-PCR testing in California, including the CDPH Viral and Rickettsial Diseases Laboratory (Richmond, CA), Sacramento County, Los Angeles County and Orange County. The intent of the available funding for laboratory preparedness is to increase the number of PHLs capable of testing for Ebola RT-PCR with a focus on enhancing geographic distribution of laboratories to serve rural areas and assessment hospitals that will be identified in the State.

Selection for LHDs for Ebola Supplemental laboratory funding will be prioritized based on the following criteria:

- A public health laboratory located greater than 1-2 hours driving time from a PHL currently able to conduct Ebola RT-PCR testing.
- Proximity of the PHL to an identified/proposed jurisdiction with an assessment hospital.
- Jurisdictions with an Ebola Treatment hospital but without a PHL that is able to conduct Ebola RT-PCR testing will be given higher priority. PHLs near the currently certified labs may be considered for funding to enhance Ebola/infectious disease capability within a region, on a case-by-case basis to enhance overall capacity within the region/geographic area.
- While the highest priority for this funding is to expand current capacity, PHLs with current capability for Ebola RT-PCR testing may apply for funding to sustain and/or enhance current Ebola RT-PCR and other infectious disease capability and capability.

H. PRIORITIES IDENTIFIED BY CDPH AND LOCAL LEADERSHIP INCLUDING COUNTY HEALTH EXECUTIVES ASSOCIATION OF CALIFORNIA AND CALIFORNIA CONFERENCE OF LOCAL HEALTH OFFICERS

1. Public Health activities:
    - Build local public health capacity and capability for response to infectious diseases, with a focus on EVD, addressing the capabilities as stated in the PHEP Supplemental for Ebola Preparedness and Response Activities grant guidance, including:
        - Community Preparedness;
        - Public Health Surveillance and Epidemiological Investigation;
        - Public Health Laboratory Testing;
        - Non-Pharmaceutical Interventions;
        - Responder Safety and Health;
        - Emergency Public Information and Warning/Information Sharing; and
        - Medical Surge.
    - Train LHD staff including non-nursing allied staff to assist with surveillance and epidemiologic investigations, including basic contact investigation and tracing, to provide surge capacity at the local level.
    - Conduct active monitoring and direct active monitoring of travelers from Ebola-affected countries. Jurisdiction will develop/maintain a written plan, protocol, and/or procedure for traveler monitoring, including all elements as defined in the CDPH document "Planning for and Management of Travelers from Ebola-Affected Countries and U.S. Ebola Case Contacts for Local Health Departments" (November 17, 2014) and other CDC recommendations for traveler monitoring.

- Enhance hospital readiness, capability, and capacity for management of suspected/confirmed Ebola cases at all levels, including Ebola Frontline, Assessment, and Treatment hospitals and community-based (e.g., at home) quarantine and isolation.
- Enhance/implement the CalREDIE Provider Portal within the jurisdiction to allow local providers, especially Ebola treatment and assessment hospitals/infection control, direct entry into the system for efficient and timely reporting of Ebola suspected/confirmed cases and other infectious diseases and the monitoring/reporting of healthcare workers post Ebola patient care.

2. EMS related activities:
    - Develop EMS safety and health guidance, protocols, and procedures for transport of suspected/confirmed cases of Ebola and other infectious diseases.
    - Conduct training for EMS personnel for EVD and other infectious disease transportation, including proper use, donning, and doffing of PPE, interfacing with healthcare facilities, decontamination of the rigs, and follow up monitoring should a case be confirmed for EVD.
    - Conduct exercises that test coordination, communication and capability to safely and effectively transport suspect/confirmed Ebola cases, and other infectious disease cases, within and across jurisdictions, including State and local and public health and medical (healthcare) partners.
    - Improve labor intensive emergency medical dispatch systems including consideration/implementation of new pre-arrival software and other enhancements to the dispatching system.

I. REQUIRED DOCUMENTATION

- Work Plan - Complete the PHEP Ebola Supplemental Fund Work Plan Template (Attachment C) for required program activity descriptions, outcomes, and outputs. Work Plan instructions are included in the template.
- Budget – Complete Budget Template Attachment E; instructions are included (Attachment E).
- Signed Non-Supplantation Form (Attachment F)
- Signed Letter of Acceptance (Attachment G)
- Signed Agreement – The Agreement will include only the total funding available for the 18 month project period (upon approval of Work Plan and Budget).

Note: The Work Plan and Budget are separate documents and can be revised based on approval from CDPH and will not require an amendment to the Agreement. CDPH encourages LHDs to inform the Board of Supervisors that the Agreement indicates an

acceptance of the funding for the allowable purposes for EVD preparedness and response activities.

J. APPLICATION WORK PLAN AND BUDGET SUBMISSION

Each LHD must submit all required application documents no later than **April 1, 2015**. If a LHD does not submit a complete application by April 30, 2015, CDPH may reallocate the associated funds to other LHDs. CDPH may grant an extension on a case-by-case basis for extreme circumstances (e.g., real events).

1. Submission Instructions:

- Email your completed Work Plan and Budget templates to EBOLAFUNDS@cdph.ca.gov
- Email Subject Line: Application Documents – [LHD Name].
- In the body of the email, briefly identify the submitted documents, e.g. "Work plan and budget for PHEP Ebola."

EPO will respond to each application email. The response email will include the following:

- Application documents received in the email.
- All application documents received to date.

2. Important Submission Notes:

- Do not send your application documents via standard or express mail. EPO only accepts applications via email. Upon receipt of application documents via standard or express mail, EPO will contact the LHD and request resubmission via email.
- Do not include non-application documents with your application submission email, e.g. do not include budget revisions or invoices. This is a common source of lost or misplaced documents.

K. SIGNED EBOLA AGREEMENT

Upon receipt of the signed Supplemental Funding for Ebola Preparedness and Response Agreement, CDPH will:

1. Acknowledge receipt via email.
2. Review and sign the Agreement.
3. Return at least one copy of the signed Agreement.
4. Begin processing the 1st quarter payment (assuming the LHD has met all other payment criteria).

Important Note: CDPH cannot issue a 1st quarter payment until after it has received a signed Agreement.

3. Extension Requests:
CDPH must receive extension requests for submittal of the signed Agreement prior to the due date provided in the approval email. Extension requests must include all of the following:

- The LHD Health Officer or Health Executive signature.
- Date to which the extension is requested.
- A copy of the Board of Supervisor's agenda showing the Ebola Supplemental Fund Agreement as an action item.

4. Submission Instructions:
CDPH requires only one signed original. Local Entities requesting signed originals (for CDPH to sign and return) must submit extra copies equal to the number requested.

5. What to Send:
The minimum package of signed documents includes the following:

- Two Signed Award Agreements with original signatures (upon CDPH approval of Work Plan and Budget)
- Two Certificate of Lobbying (Exhibit F) with original signatures
- One official document accepting this Contract and authority to sign; for example,
    - Board of Resolution,
    - Order,
    - Motion, or
    - Minutes
- One Non-Supplantation Form with original signature.
- One Letter of Acceptance.

6. How to Send:
CDPH strongly recommends using overnight or express mail. Standard US Postal service (and certified mail) deliveries arrive in the CDPH mailroom. Historically, Comprehensive Agreements sent via standard mail are subject to a chance of inadvertent loss or misrouting. Clearly label items sent via the US postal service to avoid misrouting and delays.

7. Where to Send:

Overnight Mailing Address (Preferred):	**Mailing Address (US Postal Service):**
Attn: PHEP Ebola Application California Department of Public Health Emergency Preparedness Office Local Management Unit 1615 Capitol Ave. Suite 73.373 MS 7002 Sacramento, CA 95814	Attn: PHEP Ebola Application California Department of Public Health Emergency Preparedness Office Local Management Unit P.O. Box 997377, Suite 73.373, MS 7002 Sacramento, CA 95899-7377

L. WORK PLAN AND BUDGET REVIEW PROCESS

CDPH will review all documents in the order received. Reviewing and approving each application work plan and budget is an interactive process between LHDs and CDPH. CDPH plans to complete the application review process within 45 days of receipt of application.

1. **Review Process:**
   - CDPH will respond within one day confirming the receipt of documents (excluding weekends).
   - CDPH will review and approve Work Plans and Budgets.
   - CDPH will informally contact the LHD (by email or phone) to resolve any potential issues.
   - If CDPH is unable to resolve issues informally, CDPH will formally request additional information or revisions via email. LHDs will have 5 working days to respond. After 5 working days, CDPH will send a follow-up letter to the Local Health Officer and Local Health Executive.

M. STATE AND FEDERAL REPORTING REQUIREMENTS:

Awardee is required to provide activity reports every six months on Work Plan activities and expenditures. CDPH will provide reporting templates at a later date.

Federal Terms and Conditions

(For federally funded Grant agreements)

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

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

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

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

Index of Special Terms and Conditions

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

1. Federal Funds

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

a. It is mutually understood between the parties that this Grant 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 Grant were executed after that determination was made.

b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant 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 Grant in any manner.

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

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

2. Federal Equal Opportunity Requirements

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

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

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

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

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

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

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

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

3. Debarment and Suspension Certification

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

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

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

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

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

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

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

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

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

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

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

4. Covenant Against Contingent Fees

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

5. Air or Water Pollution Requirements

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

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

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

6. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

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

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

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

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

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

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

b. Prohibition

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

7. **Additional Restrictions**

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

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

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

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

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Grantee	Printed Name of Person Signing for Grantee
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

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

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

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

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

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

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

Public Health Emergency Preparedness Supplemental Funding for Ebola Preparedness and Response Funding

NON-SUPPLANTATION CERTIFICATION FORM

Name of Local Entity: Inyo County

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 Agreement will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Agreement.

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: Jean Turner
Title: Director, Inyo County Health and Human Services
Phone: 760-873-3305
Date:

Please return the original signed certification with your PHEP Supplemental Funding for Ebola Preparedness and Response Funding Agreement:

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

LETTER OF ACCEPTANCE

I, Jean Turner, an appointed officer of the Inyo County Health and Human Services Department am duly authorized by the Inyo County Board of Supervisors to accept these federal PHEP funds to build and sustain capability development under the allowable Capabilities as identified in the federal funding announcement including the associated planning, personnel, equipment, training, exercises, and healthcare coalition development to assure readiness and response capability to respond to Ebola virus disease (EVD).

Dated: _____

By: _____

Jean Turner

City/County of _____

For Clerk's Use Only:
AGENDA NUMBER
15

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Community Mental Health

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Approval of the contract between the County of Inyo and I.D.E.A. Consulting

DEPARTMENTAL RECOMMENDATION:
Request your Board: 1) Declare I.D.E.A. Consulting the sole source provider of certain behavioral health consultation for the period of July 1, 2015 through June 30, 2016; 2) approve the contract and HIPAA Business Associate Agreement between the County of Inyo and I.D.E.A. Consulting in the amount not to exceed $20,000 for the period of July 1, 2015 to June 30, 2016, contingent upon the Board's adoption of FY 2015/2016 Budget and; 3) authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Department requests this contract as a sole source contract due to the need for the specialized knowledge, experience and expertise brought by I.D.E.A. Consulting. Inyo County Behavioral Health has availed itself of the consultation and training services of Dr. Nancy Callahan and her staff at I.D.E.A. Consulting to assist with the continued planning, implementation and tracking of outcomes of the Mental Health Services Act (MHSA). This year, it again includes the access to a Relias Learning Management System. Relias Learning access includes web-based training for staff and consumers under our MHSA Workforce Education and Training (WET) plan. I.D.E.A. Consulting staff members ensure that that there is access to the product, updating of the offerings and monitoring use and assignment of courses. The consultation has also involved continued development of other mandated behavioral health compliance and quality improvement measures. Dr. Callahan is working with several small counties and has been instrumental in her assistance with the development of the MHSA plans and the processes for reviewing data and outcomes connected with the plans. She is continuing to work with Glenn County under a Substance Abuse Mental Health Services Administration (SAMHSA) federal grant project for the integration of physical healthcare within a behavioral health setting. We will continue to benefit from her additional knowledge and guidance in this area. Finally, she has also continued to work with counties to continue to meet compliance regulations and quality assurance and improvement requirements. This is helpful to us as we face our annual and triennial site reviews.

ALTERNATIVES:
Your Board could deny approval of the contract and direct staff to identify other means to accomplish this task. This would limit access to expertise that has proven very valuable as well as cost-effective.

OTHER AGENCY INVOLVEMENT: Stakeholders and partners include consumers of behavioral health services and their families as well as a wide array of representatives of such entities as Schools, Law Enforcement, Senior Services providers, Courts, Probation, Health and Human Services, Ethnic-Specific groups, Development Disabilities, and Special Education.

FINANCING: Mental Health funds, including MHSA CSS and PEI funds (in approved plan), WET funds (in approved plan) and MediCal funds where appropriate. This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: ✓ Date: 04/27/15
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: 04/29/2015
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: 5/14/15

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 5-18-15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND I.D.E.A. Consulting
FOR THE PROVISION OF Consulting SERVICES

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCOPE OF WORK:

SERVICES TO BE PERFORMED BY CONTRACTOR:

On behalf of Inyo County Behavioral Health Department, I.D.E.A. Consulting agrees to provide the following Quality Management (QM), Quality Improvement (QI) and compliance activities:

1. Conduct staff training activities in consultation with staff on a range of topics including Quality Management, documentation, and compliance activities.
2. Assist County Staff in the development and implementation of a compliance plan and related procedures. Provide training to staff on compliance plan components.
3. Provide consultation to County at County request for issues pertaining to Cultural Competence, Health Insurance Portability and Accountability Act, Quality Management, Quality Improvement, compliance and DHCS regulations.
4. Provide consultation and technical assistance as related to other County Mental Health special projects as requested by the local Mental Health Director.
5. Provide consultation and technical assistance as related to other special projects as requested by the local Mental Health Director related to the implementation of the Mental Health Act (MHSA).

On behalf of Inyo County Behavioral Health, I.D.E.A. Consulting agrees to provide services related to the Relias Learning online training program. This training program provides a web-based site for training of the Inyo County Behavioral Health workforce, and includes clinical and CEU courses related to mental health and substance abuse treatment. The Relias Learning program also includes a consumer access site for online courses reference library, and a health-related community resource list.

I.D.E.A. Consulting will fulfill the following activities on behalf of the Inyo County Behavioral Health Department (Department):

1. Provide service pursuant to the Relias Learning Membership Agreement, which includes both the workforce training site and the consumer access site;
2. Develop and maintain an I.D.E.A. Consulting workforce training site through Relias Leaning to which the Department will have supervisory and other assigned access;
3. Perform administrative functions for the training site, including adding new content to the site, establishing user demographic fields, and managing the content of the site;
4. Collaborate with Inyo County Behavioral Health to develop appropriate training curricula and materials to best meet the needs of the Department's workforce; and
5. Provide usage reports and other tracking documentation on a regular basis.

The work under this Contract shall be quality and quantity that is acceptable to the County. Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as Attachment E.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND I.D.E.A. Consulting
FOR THE PROVISION OF Consulting **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCHEDULE OF FEES:

Rate of Payment: Contractor shall be paid $100.00 (One Hundred Dollars) per hour.

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and I.D.E.A. Consulting, referred to herein as Business Associate ("BA"). This Agreement is effective as of June 1, 2015, (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. **Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
County of Inyo	
By: _____	By: Nancy M. Callahan PhD
Print Name: _____	Print Name: Nancy M Callahan PhD
Title: _____	Title: Owner - IDEA Consulting
Date: _____	Date: 27 March 2015

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Contract between the County of Inyo and Gary C. Ernst.

DEPARTMENTAL RECOMMENDATION:
Request your Board: 1) Declare Gary Ernst the sole source provider of certain mental health fiscal consultation for the period of July 1, 2015 through June 30, 2016; 2) Approve the contract and HIPAA Business Associate agreement between the County of Inyo and Gary C. Ernst for fiscal consulting services, in an amount not to exceed $15,000, for the period of July 1, 2015 to June 30, 2016, contingent upon Board's adoption of FY 2015/2016 Budget and 3) authorize the Chairperson to sign.

SUMMARY DISCUSSION:
The Department requests this contract as a sole source contract due to the need for the specialized knowledge, experience and expertise brought by Mr. Ernst. During the past ten and a half years, Gary Ernst has provided the behavioral health and fiscal divisions significant fiscal consultation and training. Mr. Ernst has been extremely helpful, not only in continued training support but also in the complex task of the incorporation of MHSA into the current behavioral health system. He has extensive expertise in mental health fiscal regulations and procedures and continues to remain current with the development of the new fiscal regulations required by the Mental Health Services Act (MHSA). Mr. Ernst has, in fact, provided consultation at a state level as well as his consultation work with numerous small counties. By working with the consultant, the behavioral health division has continued regular access to this necessary specialized knowledge and analysis. Mr. Ernst will continue to work with the division around the incorporation of the various components of MHSA budget into the mental health budget and the implementation of the integrated plan for MHSA. He will further work with the division around the fiscal implications around new and evolving issues such as Medi-Cal Expansion, Drug Medi-Cal, Behavioral Health Realignment and related managed care and EPSDT processes. He will also continue to work with the division to set up necessary tracking and monitoring systems to result in accurate reporting and consequent planning.

ALTERNATIVES:
Your Board could deny this sole source request. This would limit our access to this expertise and valuable consultation and training. This would also impede our continued progress in the integration of the various components of the MHSA plan into the Mental Health budget.

OTHER AGENCY INVOLVEMENT:
Mental Health is part of the Behavioral Health Division of the Health and Human Services Department, Department of Mental Health.

FINANCING:
Behavioral Health realignment funds, including MHSA and Medi-Cal, where appropriate. This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds used.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Margaret Kemp-Williams Approved: ✓ Date: 05/06/15
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 5/7/2015
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Sue Dl Approved: ✓ Date: 5/14/15

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 5-18-15

(Not to be signed until all approvals are received)

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Gary C. Ernst
FOR THE PROVISION OF Financial Consulting SERVICES

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCOPE OF WORK:

COMMUNITY MENTAL HEALTH
Provide assistance and staff training activities for various Mental Health fiscal issues including but not limited to contracting, provider certification, revenue enhancement, Medi-Cal and third party bill and cost report.

MENTAL HEALTH SERVICES ACT
1. Continue to work with fiscal and administration staff to set-up and implement internal policies and procedures for receiving MHSA funds for DHCS. DHCS requires that MHSA funds be accounted for in a categorical format.
2. In consultation with County Auditor's staff assign account numbers to receive MHSA funds and to disperse to the Department and develop and implement policies and procedures to monitor MHSA funds 'cash' for reporting to the DHCS on a quarterly basis.
3. Assist staff to implement a process to document and accumulate MHSA costs for reporting to DHCS on a quarterly basis.
4. Continue to develop and implement spreadsheets for documenting staff time and services and supply costs, which are directly attributable to the MHSA program. For all other general costs, assign and acceptable allocation method and document for auditing purposes. This documentation will also be incorporated into the DHCS annual cost report.
5. Develop service coding to track units of service, MHSA staff time, for reporting MHSA activity to DHCS through the Annual Cost Reporting Process with the ShareCare billing system.
6. Continue to train administrative and fiscal staff on the implementation of the above developed policies and procedures and related documentation/monitoring spreadsheets.

Contractor will provide consultation on administrative and fiscal activities as requested. It is estimated that three days per quarter (three month period) of on site consultation is required. Additional services shall be performed by telephone or e-mail during the term of the contract on an as needed basis.

Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as Attachment E.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Gary C. Ernst
FOR THE PROVISION OF Financial Consulting SERVICES

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCHEDULE OF FEES:

The County shall pay Contractor the amount of $100.00 per hour for services described in the Scope of Work (Attachment A). Notwithstanding section 3(B), the County will pay $100.00 per hour for one-way travel not to exceed 8 hours per day. The County will not pay per diem or other travel expenses.

Contractor shall submit an itemized statement of services performed each quarter, after each on site consultation.

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and Gary C. Ernst, referred to herein as Business Associate ("BA"). This Agreement is effective as of June 1, 2015, (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. **Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
County of Inyo	_____
By: _____	By: Gary C. Ernst
Print Name: _____	Print Name: GARY C. ERNST
Title: _____	Title: OWNER
Date: _____	Date: 3/23/15

For Clerk's Use Only:
AGENDA NUMBER

17

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: June 2, 20±5

SUBJECT: **UC Davis Training Contract**

DEPARTMENTAL RECOMMENDATION:
Request Board approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed $77,025 for the period of July 1, 2015 through June 30, 2016, contingent upon the Board's adoption of a FY 2015/16 budget; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools Social Services training funds and has long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains the best practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel cost and time away from the office for employees. This year's contract will provide 19.5 days of on-site training throughout the fiscal year. We coordinate and mutually share training, when feasible, with Mono County Social Services as well.

ALTERNATIVES:
The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

OTHER AGENCY INVOLVEMENT:
We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, other County staff and community partners.

FINANCING:
State and Federal funding and Social Services Realignment. UC Davis pays the 10% match, and the other 90% of the cost goes through the Social Services claiming process. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Margaret Kemp-Williams Approved: ✓ Date: 05/11/15
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: 5/13/2015
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: Date:
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* N/A Approved: Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 5-18-15

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO SANTA BARBARA • SANTA CRUZ

UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DAVINCI CT
DAVIS, CA 95618-4852

Agreement #EW-2015-11

Training Services Agreement

This Agreement is made this _____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.

   a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
   b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term. The term of this agreement shall be from July 1, 2015 through June 30, 2016. All courses must be completed by June 30, 2016.

3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.

4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
   a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).
   b. Auto Liability including non-owned automobiles, with a minimums as follows:
      1) Bodily injury
         a) Per person $1,000,000
         b) Per accident $1,000,000
      2) Property damage $1,000,000
   c. Workers Compensation insurance in accordance with California state law.
   d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

   If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

   Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:	User:
Financial Services UC Davis Extension 1333 Research Park Drive Davis, CA 95618	Inyo County Department of Health and Human Services 163 May Street Bishop, CA 93514
Additional University:	Additional County:
Center for Human Services UC Davis Extension 1632 DaVinci Ct Davis, CA 95618	(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.

14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer of employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.

16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.

19. Governing law. The laws of the State of California shall govern this agreement.

20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	INYO COUNTY
By _____	By _____
Name Paul M. McNeil	Name
Title UC Davis Extension	Title
Date 5/4/2015	Date _____

FEIN: 94-6036494

EXHIBIT A

TRAINING PROGRAM

1. 19.50 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Total cost of training under this agreement is	$ 77,025.00
University's in-kind contribution	$ 7,702.50
User's share of cost	$ 69,322.50

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Award of contract for the purchase of Plant Mixed Asphalt Products to Granite Construction Company.

DEPARTMENTAL RECOMMENDATIONS:

1. Request Board award the contract for the provision of Plant Mixed Asphalt Products, to Granite Construction Company of Bakersfield, CA in an amount not to exceed $64,800.00 (sales tax included) for the period from May 15, 2015 to, June 30, 2015 and,
2. Authorize the Chairperson to sign the Contract contingent upon obtaining appropriate signatures and the adoption of the 2014-2015 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Annually the Road Department obtains bids from suppliers for plant mixed asphalt-surfacing materials for road maintenance and repairs. The bids were opened on May 6, 2015 and only one bid was received:

Granite Construction Company $64,800.00

For bidding purposes, the Road Department estimated that approximately 700 tons of asphalt materials may be needed this fiscal year. The Road Budget includes funds that are available for these materials therefore the Road Department is recommending that the contract be awarded.

ALTERNATIVES

1. The Board could choose not to award the contract. This is not recommended, since the materials are needed to perform necessary road maintenance projects. If the contract is not awarded, the Road Department would need to re-advertise the Bid Package in order to procure the necessary materials.

OTHER AGENCY INVOLVEMENT:
County Counsel for review of the bids and approval of the Contract
Inyo County Auditors Office for approval of the Contract and payment of invoices
Risk Manager for approval of the Contract

FINANCING: Purchase will be paid from the Road budget 034600, object code 5309 Road Materials, and is included in the 2014-2015 Board approved budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: ✓ Date 5-15-15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: Yes Date 5/27/2015
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: 5/21/15

COUNTY OF INYO

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS FOR:

"THE PROVISION OF PLANT MIXED SC3000 AND OR PG~~64-24~~ 64-28 ASPHALT SURFACING MATERIAL"

Sealed Bids will be received at the Clerk of the Board of Supervisors' Office, 224 N. Edwards Street, P.O. Drawer N, Independence, California 93526 until 3:30 p.m. Wednesday, May 6, 2015, at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N. Edwards Street. P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope "**PLANT MIXED ASPHALT SURFACING MATERIAL BID"**

All bids must be signed with the firm's name and by a responsible officer or employee.

The period for which the specified asphalt surfacing materials are to be provided pursuant to this Bid is from May 15, 2015, through and including June 30, 2015.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Contract Forms, may only be obtained from the Inyo County Road Department, 168 No. Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0347, and may be inspected at the above Department office.

THE PROVISION OF PLANT-MIXED SC3000 OR PG 64-24
ASPHALT SURFACING MATERIAL

2015

NOTICE TO BIDDERS

This entire Bid Package, which includes the following:

Notice Inviting Bids,
Bid Proposal Forms,
And
County of Inyo Standard Contract No. 116

Must be submitted in its entirety. Do not remove any pages.

Be sure to fully complete all forms and sign.

BID PROPOSAL FORM

TO: COUNTY OF INYO
Department of Public Works / Road Department
168 N. Edwards
Independence, CA 93526
(Herein called "County")

FROM: Granite Construction Company

PO BOX 5127 Bakersfield, CA 93388

3005 James Road Bakersfield, CA
(Herein called "Bidder")

FOR PLANT MIXED SC3000 OR PG 64-2~~4~~8 ASPHALT SURFACING MATERIAL

In submitting this Bid, it is understood that:

1. BID DEADLINE:

Bids must be received no later than 4:00 p.m., Wednesday, April 29, 2015, by the Clerk of the Board of Supervisors, 224 N. Edwards Street, P.O. Drawer N, Independence, California, 93526 at which time they will be publicly opened and read.

2. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the PLANT MIXED SC3000 or PG 64-2~~4~~8 ASPHALT SURFACING MATERIAL, including Attachments A and B hereto.

3. CONTRACT DOCUMENTS:

The Notice Inviting Bids, the Bid Proposal Form, and the Agreement for the Provision of Plant Mixed SC3000 or PG 64-2~~4~~8 Asphalt Surfacing Material, County of Inyo Standard Contract No. 116, including any documents incorporated therein, are referred to collectively as the Contract Documents and shall constitute the Contract between the parties which will come into full force and effect upon acceptance, approval and execution by the Inyo County Board of Supervisors. The Contract Documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

4. ACCEPTANCE:

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date set for its opening, and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Agreement for the Provision of Plant Mixed SC3000 or PG 64-24 Asphalt Surfacing Material, County of Inyo Standard Contract No. 116, any certificates and/or other required proof of insurance, and other required documents, to the County no later than fifteen (15) days after receipt of notification of award of that Agreement.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator clause "UP" whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in the Bid package and any actual amount of material ordered during the course of the Contract.

5. BID PRICE AND TOTAL

The specific Bid Prices for the materials and services are set forth in the accompanying Attachment B, Schedule of Fees, as required pursuant to the Agreement for the Provision of Plant Mixed SC3000 or PG 64-~~24~~ 28 equivalent Asphalt Surfacing Material, County of Inyo Standard Contract No. 116, all of which are collectively incorporated therein by this reference, and provide the basis for the following total Bid amounts:

BID TOTAL (Plant Mixed SC3000 or PG 64-~~24~~ 28 Asphalt Surfacing Materials) IN NUMBERS: $ 64,800.00

BID TOTAL (Plant Mixed SC3000 or PG 64-~~24~~ 28 Asphalt Surfacing Materials) IN WORDS: Sixty Four Thousand Eight Hundred Dollars

This Bid was received on 5-6-15, 20 ___ at 9:40 a.m.
ATTEST: Kevin D. Carunchio
County Administrative Officer and Clerk of the Board
Inyo County, California
By Patricia Gunsally
Assistant

Granite Construction Company

6. ADDENDA:

The Bidder Acknowledges receipts of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

_____

_____

WARNING! IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

7. BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and chief executive officer/ manager thereof. If Bidder is a partnership, joint venture, or other business entity, state true name of firm, names of all partners, joint ventures, or other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors. If Bidder of other interested person is an individual, state first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

7.1 Bidder's Name: Granite Construction Company

7.2 Address: 3005 James Road

Bakersfield, CA Zip 93308

(The above address will be used to send notice of acceptance or request for additional information.)

7.3 Telephone (661) 399-3361

7.4 Federal I.D. No. 94-0519552

7.5 Type of Business (check one):

Individual ( ), Partnership ( ), Joint Venture ( ), Corporation (x), Other Specify: _____

_____

7.6 Owners, Officers, Partners, or other Authorized Representatives: THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

(Signature of Authorized Person) Chief Estimator (Title)

Darryl Ebel (Printed Name) 05/06/2015 (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

(a) Granite Construction Company (Name of Bidder or Bidder's Representative) has carefully examined the Specifications, Contract and other portions of this Bid Package and submitted this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Contract with the County of Inyo, State of California.

(c) That if Contract is awarded to Bidder, Bidder will accept in full, as payment for the materials and services to be furnished pursuant to said Agreement, the amounts shown on Attachment B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit prices will apply to the actual quantities ordered and delivered whatever they may be.

(d) It is understood that no later than fifteen (15) days after award of the Contract to the Bidder, the Bidder shall return the signed Contract to the County.

Granite Construction Company
(Company Name)

(By)

Darryl Ebel
(Print Name)

Chief Estimator
(Print Title)

ATTACHMENT A

SCOPE OF WORK/SPECIFICATIONS

Contractor shall furnish to the County, materials, equipment, labor and related services set forth on Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

1. MATERIAL

Aggregate shall conform to the 2006 Standard Specifications, State of California, Department of Transportation, for type B Medium Asphalt Concrete 3/8" maximum. The choice of maximum aggregate size will be at the discretion of the County.

Liquid asphalt binder will be SC3000 or PG 64-24 and shall conform to the requirements of the 2006, State of California, Department of Transportation, Standard Specifications. The choice of liquid asphalt binder will be at the discretion of the County.

On delivery, the Contractor shall furnish a certified analysis test report, in duplicate, showing that the material in each shipment conforms will all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. asphalt plant.

ATTACHMENT B

SCHEDULE OF FEES

PLANT MIXED SC3000 OR PG 64-24 ASPHALT SURFACING MATERIAL

BID

Aggregate shall conform to the 2006 Standard Specifications, State of California, Department of Transportation, for type B Medium Asphalt Concrete 1/2" maximum. The choice of maximum aggregate size will be at the discretion of the County.

Liquid asphalt binder will be SC3000 or PG 64-24 and shall conform to the requirements of the 2006, State of California, Department of Transportation, Standard Specifications. The choice of liquid asphalt binder will be at the discretion of the County.

Prices will be F.O.B. asphalt plant.

For bid evaluation purposes, an amount of ten cents ($.10) per ton will be added by the County to the price per ton, for each mile from the asphalt plant to the project. General projects are located in Bishop, Big Pine, Independence, and Lone Pine, CA.

The amounts set forth below in this Schedule of Fees are prices for the listed products to be provided to the County of Inyo by Bidder in accordance with the specifications of Attachment A and the other contract documents:

	Estimated Quantity	Price Per Ton	Sales Tax 8.00%	TOTAL
Plant Mixed SC3000 Asphalt Surfacing Material 1/2" Maximum Aggregate	600 tons	100.00 +	8.00 =	108.00
Plant Mixed PG 64-24 Performance Graded 1/2" Maximum Aggregate	100 tons	92.00 +	7.36 =	99.36

Address or location of asphalt plant Five Bridges Rd in Bishop, CA

Granite Construction Company

ATTACHMENT A

Agreement Between County of Inyo and

_____

For the Provision of Plant Mixed SC3000 or PG 64-28 Asphalt Surfacing Materials

Term:

From: May 15, 2015 To June 30, 2015

Scope of Work:

As set forth in Attachment A to County of Inyo Road Department Bid Proposal form for the Provision of Plant-Mixed SC3000 or PG 64-28 Asphalt Surfacing Material, entitled "Scope of Work / Specifications" and incorporated herein by reference.

ATTACHMENT B

Agreement Between County of Inyo and

For the Provision of Plant-Mixed SC3000 or PG 64-28 Asphalt Surfacing Materials

Term:

From: May 15, 2015 To June 30, 2015

Schedule of Fees:

As set forth in Attachment B to County of Inyo Road Department Bid Proposal Form for Provision of Plant-Mixed SC3000 or PG 64-28 Asphalt Surfacing Material entitled "Schedule of Fees" and incorporated herein by reference.

For Clerks Use Only

AGENDA NUMBER

19

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[x] Consent [] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **June 2, 2015**

SUBJECT: Sole source for Calif. Dept. of Justice and authorization for issuance of PO

DEPARTMENTAL RECOMMENDATION:

Request the Board declare the California Department of Justice as a sole source and authorize the issuance of a Purchase order in the amount of $5,000.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Department of Justice is the only entity able to process and verify fingerprints for applicants. Some types of applicants/documents that need fingerprinting are: required registrants, work permits, background checks, & CCW (Carry concealed weapon) applicants.

To date, the Sheriff's Department has paid $9,687.00 worth of invoices (invoices through April, 2015) for this fiscal year and expects to expend up to an additional $5,000 by the end of the fiscal year.

ALTERNATIVES:

The Board could choose not to authorize the Purchase Order. This is not recommended as required fingerprinting for various items would not be able to be processed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense will be paid from the 2014-2015 Sheriff General budget (022700), Object Code 5265 (Professional & Special Service).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Yes Date 5/19/2015
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: 5/19/15

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

☒ There is only one known source because:

- ☒ This is a sole provider of a licensed, copyrighted, or patented good or service.
- ☐ This is a sole provider of items compatible with existing equipment or systems.
- ☐ This is a sole provider of factory-authorized warranty service.
- ☐ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).

☐ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

REFER TO SUMMARY DISCUSSION ON AGENDA REQUEST.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.

The Dept. of Justice is the only entity able to process and verify fingerprints for applicants. To date, we have spent $9,687 with the DOJ for this service, and we anticipate up to an additional $5,000 for the remainder of this FY.

DEPARTMENT CONTACT PERSON & TITLE Lauri Harner, Office Technician III	
DEPARTMENT NAME Sheriff	PHONE Ext. 0386
REQUESTED SUPPLIER/CONSULTANT NAME California Department of Justice (PEID#P0000669)	SUPPLIER CONTACT PERSON Various
SUPPLIER ADDRESS Accounting Services P.O. Box 944255 Sacramento, CA 94244-2550	SUPPLIER CONTACT'S PHONE NUMBER 916.227.3870

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.

Signature of Requestor — 5/18/15 *Date*

President/CEO Approval — *Date*

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

Consent xx Departmental Correspondence Action Public Hearing
Schedule time for Closed Session Informational

For Clerk's Use Only:
AGENDA NUMBER
20

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Hiring of a Child Support Officer I/II, depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2) and the position could be filled by internal recuitment, but an open recruitment would be more appropriate to ensure qualified applicants; and c) approve the hiring of one Child Support Officer I, Range 57 ($3,046-$3,701) or Child Support Officer II, Range 60 ($3,271-$3,973) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We have a recent vacancy in a Child Support Officer I position who moved to another position within the county. We need to open up recruitment to fill this position. Post regionalization, we have authorized strength of four (4) Child Support Officer (caseworker) positions and one Child Support Supervisor. With the departure of one of our child support officers staff have shared the casework normally assigned to this position which amounts to over 300 child support cases.

ALTERNATIVES:

The Board could decline this ~~this~~ request. This is not recommended, as the Child Support agency case load continues to require daily state and federal mandated actions be undertaken to ensure consistent case outcomes and collections.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for in the Board approved 2014-2015 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 5/19/2015
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 5/19/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 6-26-15

For Clerks Use Only

AGENDA NUMBER

21

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[] Consent [] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF:

Subject: Animal Services – Request to fill vacant position

DEPARTMENTAL RECOMMENDATION:

Request Board 1) Find that consistent with the Authorized Position Review Policy; a) the availability of funding for the Animal Services Supervisor position come from the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; b) where internal candidates meet the qualifications for the position of Animal Services Supervisor , the position could be filled through an internal recruitment; c) authorize the filling of the Animal Services Supervisor, Range 64 ($3735-$4539).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In May 2014, the Animal Control Supervisor retired with over 20 years of service. Since then we have been working with a limited staff. This key position is needed to keep the day to day operations of the Animal Services Division going.
The Department will be bringing back to your board for consideration, a restructure of the Animal Shelter Staffing in the next few weeks.

ALTERNATIVES:

Do not fill this position and request department to come back with different recommendations.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

This position is budgeted in the FY 14/15 Animal Services Budget 023900.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 5/25/15
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 5/27/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5-15-15

For Clerk's Use Only:
AGENDA NUMBER

28

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Request to fill vacant Recycling and Waste Management Gate Attendant position.

DEPARTMENTAL RECOMMENDATION: Request Board find that consistent with the adopted Authorized Position Review Policy:

1) The availability of funding for the requested position exists as certified by the Department Head with concurrence by the County Administrator and Auditor-Controller; and
2) Where internal candidates meet the qualifications for the position of the Gate Attendant, Range 48 ($2,581 - $3,128), the vacancy can be filled through an internal recruitment; and
3) Authorize the open recruitment and hiring of one Gate Attendant position, Range 48 ($2,581 - $3,128).

SUMMARY DISCUSSION: The FY 2014-2015 Manpower Report (approved by your Board as part of the FY 2014-2015 County Budget) identifies the landfill Gate Attendant positions (Range 48) as being assigned to the County's Recycling and Waste Management program to provide necessary landfill waste load inspections and reporting. This position is critical to the operation of the County landfills. The gate attendants perform high volume waste disposal monitoring and reporting including load checking, to determine charges and to inspect for unacceptable hazardous waste items. The gate attendant will collect disposal fees, issue receipts and maintain accurate records on the fees collected and the volume of waste disposed.

The current gate attendant position became vacant with the recent resignation of the incumbent.

Staff recommends open recruitment and hiring of one Gate Attendant position to work at the Independence and Lone Pine landfills.

ALTERNATIVES: Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer. When a gate attendant position is vacant the other gate attendants and equipment operators backfill the position resulting in increased overtime and requiring the gate attendant to work their scheduled days off.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: Funding for this position is included in the FY 20014-2015 Solid Waste Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Amy Shepherd Approved: ✓ Date 5/21/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Sue Approved: ✓ Date 5/21/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Richard J. Benson Date: 5/21/15

For Clerk's Use Only:
AGENDA NUMBER

23

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Contract with SCI Consulting Group to Provide Benefit Assessment Engineering and Benefit Assessment Administration for the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment

DEPARTMENTAL RECOMMENDATION:

1. Approve a three-year contract for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment with SCI Consulting Group for the Fiscal Years 2015-2016, 2016-2017, 2017-2018, in an amount not to exceed $37,500.00 per year contingent upon the Board's approval of future budgets, and;

2. Authorize the Chairperson to sign the contract contingent upon the appropriate signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

SCI Consulting Group has been providing services to Inyo County for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment. SCI Consulting Group has provided these services consistently and concisely for at least the last nine years.

The Agricultural Commissioner's office, which administers the Owens Valley Mosquito Abatement Program, previously solicited a Request for Proposals for this contract for the benefit assessment engineering and benefit assessment administration for the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment. SCI Consulting was awarded the contract because of the type and quality of the services they provide. This consulting firm provides these services to 55 out of 57 Mosquito Abatement Districts. The proposed contract is for the same dollar amount as the previous three year contract.

It is requested the contract with SCI Consulting be continued due to the fact that they provide a concise and complete response, have demonstrated competence and have the professional qualifications necessary for the satisfactory performance of the services requested for the administration and levying of the two mosquito abatement assessments.

ALTERNATIVES:

1. Your Board could choose not to enter into this contract and direct the Agricultural Commissioner's office to re-solicit bids for the levying and administration of the two mosquito abatement assessments.

2. Your Board could deny the award of this contract and direct the Agricultural Commissioner's office to perform these duties, however this is not recommended as this is an involved and cumbersome process that this department does not have adequate staff to dedicate to this process.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There will be no fiscal impact to the Inyo County general fund as the OVMAP is a non-general fund program. There are sufficient funds in the Budget Unit 154101, Object Code 5265 to cover this expense, requested in the FY 2015/2016 Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 5-19-15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 5/20/2015
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) For Nathan Reade Date: 5/21/15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Consulting & Engineering of Work & Levy Administration **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2018

SCOPE OF WORK:

* Initial planning, property research and assistance with preparation of improvement/service plans and budgets.
* Acquisition of current property data from the County Assessor, other real property information vendors and title companies, comparison of the Assessor data with other property data sources and data accuracy validation services.
* Maximizing Assessment revenues and accuracy with custom, hands-on identification of all parcels within the boundaries of each Assessment and determination of the updated and current property characteristics for each parcel within the Assessments boundaries.
* Maximizing assessment revenues and accuracy by using advanced Geographical Information System (GIS) software and current parcel layers to confirm that all parcels are included within the assessment rolls.
* Maximizing Assessment revenues through comprehensive research and confirmation of all levies on a parcel-by-parcel basis.
* Periodic meetings and conferences with District staff to review findings, property base, budgets, and other relevant items.
* Preparation of the annual Engineer's Reports for the Assessments. These reports will meet all legal requirements and will provide continued justification for the levies, budgets for levy expenditures by expenditure type, and specific levies for each parcel.
* Monitoring and analysis of all legal developments and court decisions that may impact the assessments. As appropriate, revisions or upgrades the assessments and Engineer's Reports to improve legal compliance and/or in response to legal developments.
* Preparation of legal notices, resolutions, staff reports and District Board review items.
* Acquisition of the final lien date Tax Collector's property roll for all parcels to be included on the tax roll for the upcoming fiscal year.
* Each year, a full second round of research, identification and validation of all new and existing parcels within the boundaries of each Assessment to conform to the final Tax Collector's parcel roll for all parcels to be included on the upcoming fiscal year tax rolls.
* A full second round of identification of all parcels for which the property characteristics have changed (such as newly developed properties).
* Each year, a full second round of recalculation and confirmation of the final upcoming fiscal year's Assessment amount for every parcel within the boundaries of each Assessment.
* Submittal of the final Assessment rolls to the County Auditor/Tax Collector and verification of the final Assessment amounts for each parcel to be included on tax bills.
* Levy collection reports and confirmation of the accuracy of the Auditor's Tax Roll for each levy.
* Directly responding on our toll-free taxpayer assistance line to property owner inquiries year round regarding the assessments for their property, the basis for the assessments, the services funded or other questions.
* Providing a program developed specifically for the District that provides easy access and reporting of special Assessment and property information.
* Assistance with the administration and collection of the Assessment revenues.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Consulting & Engineering of Work & Levy Administration SERVICES

TERM:

FROM: July 1, 2015 **TO:** June 30, 2018

SCHEDULE OF FEES:

1. For Fiscal Year 2015-2016 the total compensation for the Scope of Work shall be $5,750 for Assessment District No.1 and $5,750 for Assessment District No. 2 payable as follows.
   i. Assessment 1
      a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of $2,875 shall be due.
      b. A fee of $2,875 shall be due on February 1, 2016.

   ii. Assessment 2
      a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of $2,875 shall be due.
      b. A fee of $2,875 shall be due on February 1, 2016.

2. For Fiscal Year 2016-2017 the total compensation for the Scope of Work shall be $5,750 for Assessment District No.1 and $5,750 for Assessment District No. 2 payable as follows.
   i. Assessment 1
      a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of $2,875 shall be due.
      b. A fee of $2,875 shall be due on February 1, 2017.

   ii. Assessment 2
      a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of $2,875 shall be due.
      b. A fee of $2,875 shall be due on February 1, 2017.

3. For Fiscal Year 2017-2018 the total compensation for the Scope of Work shall be $5,750 for Assessment District No.1 and $5,750 for Assessment District No. 2 payable as follows.
   i. Assessment 1
      a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of $2,875 shall be due.
      b. A fee of $2,875 shall be due on February 1, 2018.

   ii. Assessment 2
      a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of $2,875 shall be due.
      b. A fee of $2,875 shall be due on February 1, 2018.

b. Payments shall be due and payable upon submission of an invoice for each portion of the work completed.

c. The scope of services includes two meetings with the District. Any additional meetings shall be billed at the rate of $450 per person per meeting.

d. Not withstanding paragraph 3.B., incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost by the District with total cost not to exceed $1,000 per year, without prior authorization from the District.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

PROPOSAL FOR THE

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM

TO PROVIDE

PROFESSIONAL CONSULTING, ENGINEER OF WORK AND LEVY ADMINISTRATION

FOR THE

MOSQUITO ABATEMENT PROGRAM ASSESSMENT

AND THE

MOSQUITO CONTROL AND DISEASE PREVENTION ASSESSMENT

APRIL 2015

SUBMITTED BY

SCIConsultingGroup
4745 MANGELS BOULEVARD
FAIRFIELD, CA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

(This page intentionally left blank)

SCIConsultingGroup
4745 Mangels Boulevard · Fairfield, California 94534 · Tel: 707.430.4300 · Fax: 707.430.4319

Tuesday, March 28, 2015

Nathan Reade
Owens Valley Mosquito Abatement Program
207 W. South Street
Bishop, CA 93514

Re: Proposal for providing Professional Consulting, Engineer of Work and Levy Administration Services

Dear Mr. Reade,

SCIConsultingGroup ("SCI") is pleased to submit, for your review, the enclosed proposal and services agreement to serve as the Engineer of Work to provide professional consulting and levy administration services for the District's two benefit assessments: the Mosquito Abatement Program Assessment and the Mosquito Control and Disease Prevention Assessment.

The scope of services within this proposal includes all tasks required for the year-round administration of the assessments, as well as other value-added services.

Several recent court decisions have provided important legal guidance for benefit assessments and Proposition 218 and other important cases that may impact District assessments are currently in process. An important additional service and capability SCI will provide is comprehensive monitoring and analysis of legal developments and cases that may affect the assessments. We will provide our professional expertise and the ongoing relationships we have with most of the leading Proposition 218 specialized attorneys throughout the State to review and, if necessary, update the Engineer's Report and assessment methodology to be responsive to recent legal direction and court decisions for benefit assessments.

Enclosed are two copies of the Agreement. If the Agreement meets with your approval, please sign and return one copy to us and retain the second copy for your records.

Sincerely,

John W. Bliss, P.E.
Senior Engineer

TABLE OF CONTENTS

PROJECT UNDERSTANDING 2

SCOPE OF WORK 4

OVERVIEW OF THE SCOPE OF WORK ..... **ERROR! BOOKMARK NOT DEFINED.**

QUALIFICATIONS AND EXPERTISE ..... ERROR! BOOKMARK NOT DEFINED.

ABOUT SCI CONSULTING GROUP ..... **ERROR! BOOKMARK NOT DEFINED.**

ABOUT SCI SERVICES 7

CONSULTANT SERVICES AGREEMENT 8

EXHIBIT A –WORK TASKS 12

Task 1 - Confirmation of Assessable Parcels and Levy Calculation 12

Task 2 - Engineer's Reports 13

Quality Control and Levy Re-verification 14

District Information, Levy Confirmation and Delinquency Monitoring 15

Manual Billing for Certain Properties (If Requested) ***Error! Bookmark not defined.***

Responding To Public Inquiries And Appeals 15

Defense and Support of the Assessments 16

Additional Services Included ***Error! Bookmark not defined.***

Deliverables 16

EXHIBIT B – FEE SCHEDULE / MANNER OF PAYMENT 18

PROJECT UNDERSTANDING

SCIConsultingGroup ("SCI") is pleased to offer our professional consulting, engineering and levy administration services to the District's two benefit assessments: the Mosquito Abatement Program Assessment and the Mosquito Control and Disease Prevention Assessment. SCI understands that the assessment revenues need to be annually reauthorized and collected in a manner that is legally compliant, accurate and efficient. We also have witnessed that if such assessment administration services are not performed with a comprehensive, intensive and professional approach that includes annually identifying every parcel that should be subject to the assessments and recalculating and verifying the specific amount of assessment for each parcel in the Assessments, the assessment revenues received by the District will not be maximized.

Specifically, our annual scope of services, which will maximize the revenues from the assessments, minimize the District's time and resources needed, and maximize the legal defensibility of the assessments, will include:

- Initial planning, property research and assistance with preparation of improvement/service plans and budgets.
- Acquisition of current property data from the County Assessor, other real property information vendors and title companies, comparison of the Assessor data with other property data sources and data accuracy validation services.
- Maximizing assessment revenues and accuracy with custom, hands-on identification of all parcels within the boundaries of each Assessment and determination of the updated and current property characteristics for each parcel within the Assessments boundaries.
- Maximizing assessment revenues and accuracy by using advanced Geographical Information System (GIS) software and current parcel layers to confirm that all parcels are included within the assessment rolls.
- Maximizing assessment revenues through comprehensive research and confirmation of all levies on a parcel-by-parcel basis. These services have proven to maximize revenues for every public agency for which we have provided levy administration services.
- Minimizing District time and resources by handling most tasks related to the administration and collection of the assessments.
- Periodic meetings and conferences with District staff to review findings, property base, budgets, and other relevant items.
- Preparation of the annual Engineer's Reports for the Assessments. These reports will meet all legal requirements and will provide continued justification for the

levies, budgets for levy expenditures by expenditure type, and specific levies for each parcel.

- Monitoring and analysis of all legal developments and court decisions that may impact the assessments. As appropriate, revisions or upgrades the assessments and Engineer's Reports to improve legal compliance and/or in response to legal developments.
- Preparation of legal notices, resolutions, staff reports and District Board review items.
- Acquisition of the final lien date Tax Collector's property roll for all parcels to be included on the tax roll for the upcoming fiscal year.
- Each year, a full second round of research, identification and validation of all new and existing parcels within the boundaries of each Assessment to conform to the final Tax Collector's parcel roll for all parcels to be included on the upcoming fiscal year tax rolls.
- A full second round of identification of all parcels for which the property characteristics have changed (such as newly developed properties).
- Each year, a full second round of recalculation and confirmation of the final upcoming fiscal year's assessment amount for every parcel within the boundaries of each Assessment.
- Submittal of the final assessment rolls to the County Auditor/Tax Collector and verification of the final assessment amounts for each parcel to be included on tax bills.
- Levy collection reports and confirmation of the accuracy of the Auditor's Tax Roll for each levy.
- Directly responding on our toll-free taxpayer assistance line to property owner inquiries year round regarding the assessments for their property, the basis for the assessments, the services funded or other questions.
- Providing a program developed specifically for the District that provides easy access and reporting of special assessment and property information.
- Assistance with the administration and collection of the assessment revenues.

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and assessment levy administrator for the Owens Valley Mosquito Abatement Program.

OVERVIEW OF THE SCOPE OF WORK

This Section shall serve to highlight our approach towards levy administration services and other value added services included within this Proposal.

One of the service elements that distinguishes SCI is our comprehensive approach for levy preparation. On a twice-yearly basis, we recalculate and confirm all of the District's assessments on a parcel-by-parcel basis for all properties within the assessment district. SCI has developed over fifty unique levy validation/checking queries that we run on each parcel. This approach, while more time consuming than simply relying on Assessor property characteristics and previous levy amounts, has consistently proven to result in more accurate levies.

The starting point for calculating and confirming the parcel levies for all parcels within the levy district is the current County Assessor's data. However, we do not simply rely on the County Assessor data alone. Rather, we utilize the County data as the initial basis for establishing the property information and parcel listings for property that will be subject to the assessments. As a next step, we acquire, compare and incorporate additional data and property information from other real property vendors, title company information vendors and other sources. More importantly, we extend and enhance this external property data with our internal proprietary State-wide parcel attribute and ownership data sets, including over ten years of parcel maps and historical parcel information.

Only after a comprehensive evaluation and confirmation of data from multiple sources will we begin calculating and confirming assessment levies. This multi-source approach has proven to maximize the annual benefit assessment proceeds by uncovering inaccuracies and outdated information.

After we have carefully identified and verified each parcel that should be included in the assessments and have calculated and determined the levies for each parcel, we will compare our calculated levies for each parcel with the previous year's levy rolls. Every discrepancy and variance with the historical levy data will be researched and confirmed. After this comprehensive research and assessment rate determination work is completed, SCI will develop reports listing each parcel with their upcoming year's assessment amounts.

Furthermore, our proposed scope of services includes taxpayer point of contact services via a toll-free phone number.

ABOUT SCI CONSULTING GROUP

SCI provides a broad range of planning, research, engineering, special district administration, revenue measure formation and financing services for local agencies. SCI has the expertise to assist in every phase of the assessment administration process, including inception, research and analysis, evaluation of assessment factors, documentation of findings, development of tax reports to meet all current legal requirements for annual assessment continuation, identification of all parcels that should be assessed, calculation and verification of the specific assessment amount for each parcel, and levy collection and verification.

With 30 years of benefit assessment, special tax, civil engineering and planning experience, SCI also offers extensive expertise with the important legal and procedural issues involving benefit assessments, special taxes and fees. The principals at SCI are acknowledged experts on benefit assessments, special taxes and fees and were involved with the cleanup legislation for Proposition 218.

In addition, SCI is a frequent presenter and columnist on ballot proceedings and special tax elections for the American Public Works Association, League of California Cities, California Special Districts Association, California Fire Chiefs Association, California Stormwater Quality Association, Coalition for Adequate School Housing, California Parks and Recreation Society, Mosquito and Vector Control Association of California, Institute for Local Self Government, California Association of Public Information Officers, Floodplain Management Association, Bay Area Open Space Coalition, California Conference of Directors of Environmental Health and other organizations.

About SCI Services

SCI has been effectively serving the needs of public agencies, non-profits and private organizations for over 30 years. Our commitment to quality services is attested by the satisfaction of our clients, the long-term relationships we have developed, and that most of our new business comes through word-of-mouth from current clients.

Following is a summary of our services:

Revenue Measures

- Assessment District Formation / Ballot Proceedings
- Property Related Fee Determination / Ballot Proceedings
- Mello-Roos Community Facilities District Formation / Ballot Proceedings
- Parcel Tax / Special Tax Measures

Opinion Research and Revenue Measure Feasibility Analysis

Special Tax / Assessment Levy Administration Services

Public Finance Programs and Alternatives

- LAFCo Annexations and New District Formations
- Compliance with Proposition 218
- Continuing Disclosure & Dissemination Services
- Administrative Systems and Custom Software Solutions
- Parcel Audits and Tax Base Certification

Planning Services

- School Facility Fee Justification Reports (Level 1)
- School Facility Needs Analysis (Level 2)
- Developer Fee Nexus Studies
- Developer Negotiations and Full Mitigation Fees
- Facilities Master Plans
- Financing Plans
- Attendance Boundary Studies
- Demographic Studies
- Quimby Land Dedication and In-Lieu Fee Studies
- Cost of Service Analysis and Fee Justification
- Utility Rate Studies
- Land Planning and Real Estate Services

For more information, please visit www.sci-cg.com

THIS AGREEMENT is made on _____, 2015, between the Owens Valley Mosquito Abatement Program, a public agency, ("District") and SCI Consulting Group ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work.** Consultant shall perform the work and render the services described in the attached Exhibit A and incorporated herein (the "Work"). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.

2. **Payment.**

   a. In exchange for the Work, District shall pay to Consultant a fee for completed phases of Work as described in Exhibit B. The total fee for the Work shall not exceed amounts set forth in Exhibit B. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant's fee shall include all of Consultant's costs and expenses related to the Work.

   b. At the completion of each phase of Work, Consultant shall submit to District an invoice for the Work performed during the preceding month. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.

4. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.

5. **Insurance.**

   a. **Types & Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	$2,000,000 per occurrence $4,000,000 aggregate
Automobile Liability	$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	$2,000,000 per claim
Excess Liability (over general liability and auto liability)	$1,000,000 per occurrence and $1,000,000 aggregate

b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name District, its officers and employees as additional insureds regarding liability arising out of the Work.

c. **Proof of Insurance.** Upon request, Consultant shall provide to District proof of insurance.

6. **Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of Consultant's performance of the Work and caused by any negligent act or omission, willful misconduct of or by Consultant or its employees, agents and subcontractors.

7. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

8. **Independent Contractor.** Consultant's relationship to District is that of an independent contractor.

9. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

10. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

11. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

13. **Default.** In the event that Consultant defaults in the obligations of Consultant under this Agreement, or Consultant defaults in the performance of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a.) enforce performance of the Agreement by Consultant; or b.) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by Consultant through the date of the termination.

14. **Cancellation.** District or Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by Consultant through the date of the notification of cancellation.

15. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

16. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

Public Agency:

Nathan Reade
Owens Valley Mosquito Abatement Program
207 W. South Street
Bishop, CA 93514

Consultant:

John Bliss, Vice President
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided above.

Accepted:

_____
Nathan Reade
Agricultural Commissioner
Inyo County

_____
Date

Accepted:

_____
John Bliss
Vice President
SCI Consulting Group

_____
Date

EXHIBIT A –WORK TASKS

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and assessment levy administrator for Owens Valley Mosquito Abatement Program.

Definitions

District:	Owens Valley Mosquito Abatement Program, staff and Trustees.
Assessments:	The Mosquito Abatement Program Assessment and the Mosquito Control and Disease Prevention Assessment
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of tax or assessment revenues.

TASK 1 - CONFIRMATION OF ASSESSABLE PARCELS AND LEVY CALCULATION

1. Meet with District staff, District Board, legal counsel and other individuals as needed to establish timeline, assist with development of budgets, review assessment data, and accomplish other tasks related to administration of the Assessments.
2. Utilize SCI's statewide data, including current parcel attributes and historical information for every parcel in the District.
3. Obtain current assessor data from the County Assessor and other sources for all parcels within the District and merge with SCI's internal parcel data.
4. Perform a comprehensive audit to identify each parcel that is physically located within the boundaries of the Assessments. Research and reconcile any parcels that we find to be within the District's boundary, but to be inaccurately identified by the County Assessor.
5. Create a complete and highly accurate database including every parcel in the boundaries of the Assessment Districts; including the parcel attributes necessary for calculating the Assessments.
6. Determine the number of parcels in each land use category.
7. SCI maintains complete files of Assessor Parcel Maps for all parcels in the District. Obtain recently updated or revised maps as necessary. Utilize the maps to confirm current parcel attributes and research newly created parcels.
8. Meet with or contact District staff and contact property owners, County Assessor staff and other parties as needed to obtain information or verify Assessments.
9. Research and obtain all property characteristics that are needed to properly calculate the correct assessment amount, including location, property type and land area.

10. Update and maintain a database for each parcel within the Assessments. The data for each parcel will include the owner name(s), site address, property values, parcel number, assessment factors, assessment amount, mailing address, site address, parcel type, notes and other useful or relevant data.
11. On a parcel-by-parcel basis, calculate the specific assessment amount for each parcel.
12. Obtain the assessment files for the previous fiscal year and structure this historical levy submittal data so it can be used to help compare and analyze the Assessments. Reconcile the assessment data for last year with the District's assessment collections to confirm the accuracy of the data.
13. Research changes in property data, property usage, property valuations and assessment changes from the previous year for all parcels within the District. Flag all parcels that require property research to determine the appropriate assessment.
14. Research all flagged parcels as well as those parcels or areas designated by District staff as requiring further research.
15. Research or field-check those properties that are flagged for research and for which additional information is needed.
16. Obtain current fiscal year cost information from the District to use as a basis for the cost estimate in the Engineer's Reports and for the budget and cost estimate for each zone of benefit.
17. Project costs based on prior year estimates, actual costs, new or modified services and improvements and other factors. Establish budgets for the Assessments based on information provided by the District.
18. Review the budgets and cost estimates with the District and finalize the budgets after incorporating District input.
19. Using the established assessments methodologies, allocate the estimated cost of services, improvements and expenses to all assessed parcels within the boundaries of each zone of benefit within the assessment districts.
20. Run custom-developed queries on the Assessment Rolls to verify and check assessment accuracy for all parcels.
21. Prepare the preliminary Assessment Rolls for the Assessment Districts.

TASK 2 - ENGINEER'S REPORTS

1. Work with District's legal counsel to review the Assessment Districts' compliance with the recent court decisions such as Silicon Valley Taxpayers Association v. Santa Clara County Open Space Authority, Dahms v. City of Pomona, and Greene v. Marin County Flood Control and Water Conservation District. SCI anticipates that the District's assessments are fully compliant with these decisions and the requirements of Proposition 218. However, this additional review may result in some revisions and upgrades to the findings and determinations in the Engineer's Reports to more fully comply with recent court decisions and legal requirements for benefit assessments.

2. Carefully evaluate the previous Engineer's Reports for the Assessment Districts. Make recommendations for upgrades to improve compliance with Proposition 218 and other legal requirements. Review proposed upgrades with District, District Counsel and other parties and incorporate comments as appropriate.
3. Prepare comprehensive draft Engineer's Reports for the Assessment Districts including historical information, the basis of the assessments, the methods of levy, the revenues raised and uses of the funds and the assessment amount for each parcel. The Engineer's Reports will be prepared by John Bliss, a licensed professional engineer certified in the State of California possessing unmatched expertise with post Proposition 218 benefit assessments for similar mosquito/vector control services/improvements. The Engineer's Reports will fully comply with the provisions of the Government Code, the Health and Safety Code, Proposition 218, Articles XIIIC and XIIID of the California Constitution and other relevant code sections.
4. Provide draft copies of the Engineer's Reports to the District and review the draft Reports with the District and legal counsel.
5. As necessary, incorporate comments and suggestions.
6. File the final Engineer's Reports with the District.
7. Prepare any needed resolutions and staff reports for the Assessments.
8. Prepare and assist with the publication of any notices for the continuation of the Assessments.
9. Attend District Board meetings, including those at which the Engineer's Reports are approved and the public hearing is held.
10. Present the Assessment Rolls to District Board, summarize the assessment methodologies, answer all questions raised and assist in finalizing the project for Board approval.

QUALITY CONTROL AND LEVY RE-VERIFICATION

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor and Tax Roll from the County.
2. Identify all parcels that are in the Assessment districts and subject to the Assessments. Create new Parcel Rolls based upon the final County lien roll data.
3. Identify all new or changed parcels that may require an updated or new assessment calculation.
4. Utilize other real property data information services to obtain additional property information, and to verify and confirm Assessments.
5. Research and update all property characteristics that may affect the assessment amounts for each parcel.
6. Recalculate the final Assessments on a parcel-by-parcel basis.
7. Perform all additional parcel research as necessary.

8. Compare the assessment amount calculated for each parcel with the Assessment Rolls for the previous fiscal year and re-verify Assessments for all parcels for which the assessment amount has changed.
9. Prepare reports of parcels with usecode changes from the previous fiscal year to the current fiscal year, and verify the Assessments for such parcels.
10. Prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year, and verify the Assessments for new parcels.
11. Finalize the Assessment Rolls, other documents and supporting materials for the Assessments.
12. After the Assessments and supporting documents have been finalized, another special levy administrator at SCI will perform a comprehensive peer review of all assessment calculations, all documentation and reports and the project schedule and deliverables. Any questions or issues raised are fully researched and resolved.
13. Next, a manager at SCI will perform another full review and quality assurance audit of each assessment district to ensure the highest level of accuracy and that all documents and materials needed for collection of the Assessments are in proper order.
14. After all reviews have been performed and all questions resolved, prepare the final Assessment Rolls listing parcel number, owner name, property address, and assessment amount for each Assessor Parcel within the Assessment Districts. Print Assessment Rolls sorted by Assessor Parcel Number and owner's name.

District Information, Levy Confirmation and Delinquency Monitoring

1. Develop and make available to the District an Internet based website or computer program that will allow District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.
2. Meet Inyo County assessments roll submission requirements and perform tasks needed to submit the assessment levies.
3. File approved Assessment Rolls with the County Auditor for inclusion of Assessments on current fiscal year tax bills.
4. Verify and validate Auditor's levy data prior to the printing of tax bills.

Responding To Public Inquiries And Appeals

1. Provide the County Auditor/Tax Collector and the District with our toll-free 800 phone lines so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise, a review of specific levies, description of procedures and any other issues.
2. Provide the County Auditor/Tax Collector with our web site address to be used as another resource for property owner inquiries and information dissemination.
3. Provide the County Auditor/Tax Collector with a summary and overview of the Assessments and each zone of benefit for Auditor/Tax Collector staff use.

4. Directly and promptly respond to any property owner, staff or other agency inquiries on our toll free assessment assistance phone lines reached by the number: (800) 273-5167.
5. Throughout the fiscal year, research and, if necessary, revise any Assessments which property owners consider to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are very minimal, if at all.)
6. If any property owners appeal the Assessments for their property, SCI shall investigate the assessment amount and basis for appeal and shall make a recommendation and finding for the District. In the event that the District finds that the Assessments or assessment rate should be adjusted, SCI will adjust the Assessments according to the District's final determination. (Such appeals are very rare.)
7. For any property owner appeals, SCI will coordinate with the District and property owners as appropriate.

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. Provide a full response to any questions or issues raised about the assessments.
3. In the event of any legal challenge or petition against the assessments, provide any and all professional, assessment engineering and technical support and defense of the assessments. If such services are required, they would be provided in close collaboration with the District.

DELIVERABLES

1. Updated Assessment Boundary Diagrams and maps, as needed.
2. A review of the cost estimates, budgets and proposed services and improvements for the upcoming fiscal year.
3. Important updates and enhancements to the assessment justification and Engineer's Reports to address recent Proposition 218 and legal developments.
4. Preliminary Assessment Rolls and Engineer's Reports.
5. Final Assessment Rolls and Engineer's Reports.
6. Resolutions, notices, draft staff reports and other supporting documents for the continuation of the Assessments.
7. Assistance with the public meeting and hearing for the continuation of the Assessments.
8. Forms and certifications required by the County Auditor/Tax Collector.

9. An electronic copy of the assessment data submitted to the County Auditor/Tax Collector.
10. Confirmation of the final Assessments prior to the issuance of tax bills.
11. Toll free taxpayer assistance telephone number to be provided to the District, the County Auditor and Tax Collector.
12. Prompt and direct response to taxpayer questions throughout the term of this proposal.
13. Summary information about the Assessments, District and services funded, to be provided to the County Auditor and Tax Collector.
14. Periodic reports to the District regarding the Assessments, assessment collections and other developments that may affect the Assessments.

EXHIBIT B – FEE SCHEDULE / MANNER OF PAYMENT

In consideration for the performance of the Scope of Work, Engineer shall be compensated as follows:

1. For Fiscal Year 2015-16 the total compensation for the Scope of Work shall be $5,750 for Assessment District No.1 and $5,750 for Assessment District No. 2, payable as follows:

   i. Assessment 1

   a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of $2,875 shall be due.

   b. A fee of $2,875 shall be due on February 1, 2016.

   ii. Assessment 2

   a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of $2,875 shall be due.

   b. A fee of $2,875 shall be due on February 1, 2016.

2. For Fiscal Year 2016-17 the total compensation for the Scope of Work shall be $5,750 for Assessment District No.1 and $5,750 for Assessment District No. 2, payable as follows:

   i. Assessment 1

   a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of $2,875 shall be due.

   b. A fee of $2,875 shall be due on February 1, 2017.

   ii. Assessment 2

   a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of $2,875 shall be due.

   b. A fee of $2,875 shall be due on February 1, 2017.

3. For Fiscal Year 2017-18 the total compensation for the Scope of Work shall be $5,750 for Assessment District No.1 and $5,750 for Assessment District No. 2, payable as follows:

   i. Assessment 1

   a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of $2,875 shall be due.

b. A fee of $2,875 shall be due on February 1, 2018.

ii. Assessment 2

a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of $2,875 shall be due.

b. A fee of $2,875 shall be due on February 1, 2018.

b. Payments shall be due and payable upon submission of an invoice for each portion of the work completed.

c. The scope of services includes two meetings with the District. Any additional meetings shall be billed at the rate of $450 per person per meeting.

d. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost by the District with total cost not to exceed $1,000 per year, without prior authorization from the District.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

(This page intentionally left blank)

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Health & Human Services/ Behavioral Health Division, Substance Use Disorder Services

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Contract amendment between the County of Inyo and the California Department of Health Care Services

DEPARTMENTAL RECOMMENDATION:
Request your Board ratify the Amendment Number A01 to the Standard Agreement Number 14-90061 between the County of Inyo and the California Department of Health Care Services (DHCS) for the provision of Substance Use Disorder services, which increases funding in Fiscal Year (FY) 14/15 by $15,764 bringing the maximum amount payable under the original three-year agreement from $1,241,511 to an amount not to exceed $1,257,275; and authorize the Chairperson to sign 5 copies of the Standard Agreement Amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This contract amendment was received from DHCS on April 20, 2015 and the routing process was initiated upon receipt. The amendment increases the Drug Medi-Cal Non Perinatal Federal Share from $1,250 to $17,014. This is "match" amount for use as part of the Drug Medi-Cal billing process. The Amendment Number A01 does not change any of the terms and conditions of the three year contract but only serves to increase the amount of funds available for FY 14/15.

ALTERNATIVES:
Additional funds for fiscal year 14/15 will not be received without this amendment.

OTHER AGENCY INVOLVEMENT:
The Substance Use Disorder programs are part of the Behavioral Health and Prevention divisions of HHS. Partners include criminal justice, probation, schools, and health care as well as other HHS divisions such as Social Services, Public Health and First Five.

FINANCING:
State and Federal funding for the Substance Use Disorders services available through this contract is a total of: $429,601 in FY 14/15, $413,837 in 15/16, and $413,837 in 16/17. This funding would be brought in as revenue into the SUD budget (045315). Realignment funds are also received as well as a small amount of additional funds generated through billing Drug Medi-Cal as allowable. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Judi Langley Approved: ✓ Date: 5-15-15
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 5/20/2015
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: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* N/A Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 5-21-15
(Not to be signed until all approvals are received)

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213A_DHCS (Rev. 09/14)

☒ Check here if additional pages are added: 5 Page(s)

Agreement Number	Amendment Number
14-90061	A01
Registration Number:	

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

State Agency's Name (Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

Contractor's Name (Also referred to as Contractor)

County of Inyo

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

3. The maximum amount of this Agreement after this amendment is: $ 1,257,275 One Million, Two Hundred Fifty-Seven Thousand, Two Hundred Seventy-Five Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Amendment effective date:** July 1, 2014

II. **Purpose of amendment:** This amendment 1) increases funding for Fiscal Year 2014-15 and 2) identifies the changes in Exhibit B Attachment I A1 – Funding Amounts. The contractor is performing more of the same services as outlined in the original contract.

III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by $15,764 and is amended to read: ~~$1,241,511 (One Million, Two Hundred Forty-One Thousand, Five Hundred Eleven Dollars)~~ **$1,257,275 (One Million, Two Hundred Fifty-Seven Thousand, Two Hundred Seventy-Five Dollars).**

(Continued on next page)

All other terms and conditions shall remain the same.

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

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		
By *(Authorized Signature)*	Date Signed *(Do not type)*	
Printed Name and Title of Person Signing: Matt Kingsley, Chairperson		
Address: 163 May Street, Bishop, CA 93514		
STATE OF CALIFORNIA		
Agency Name: Department of Health Care Services		
By *(Authorized Signature)*	Date Signed *(Do not type)*	
Printed Name and Title of Person Signing: Don Rodriguez, Chief, Contract Management Unit		☒ Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4
Address: 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

- Send to either:

Regular Mail	Overnight Mail
Department of Health Care Services ATTN: Scott Oros SUD PTRS Division P.O. Box 997413, MS 2629 Sacramento, CA 95899-7413	Scott Oros Department of Health Care Services SUD PTRSD Division, MS 2629 1500 Capitol Ave. Sacramento, CA 95814

- Retain a copy of the signed Standard Agreement and the documents as outlined in the Standard Agreement (copies enclosed) as a temporary record until such time you receive a copy of the executed contract amendment

Upon DHCS's receipt of the signed Standard Agreements, authority documentation, the Exhibit A – A1 Scope of Work, and Exhibit B, Attachment I – A1 Funding Amounts, the contract will be processed and an original signed copy will be returned for your records with all related contractual documents.

This contract will be valid and enforceable subject to authorization and appropriation of sufficient funds to DHCS's budget authority. If sufficient authorization and appropriation of funds to DHCS's budget authority is denied, a reduction of funds will be made to your contract.

We appreciate working with you. If you have any questions, please contact Michael Reeves at (916) 327-2621, or Scott Oros at (916) 327-2782.

Sincerely,

Susan L. King, Chief
Fiscal Management and Accountability Branch
SUD Prevention, Treatment and Recovery Services Division

Enclosures:
- Standard Agreement
- Exhibit A - A1: Scope of Work
- Exhibit B, Attachment I - A1: Funding Amounts

V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A A1 – Scope of Work (2 pages)

All references to Exhibit A – Scope of Work in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A A1 – Scope of Work. Exhibit A is hereby replaced in its entirety by the attached revised exhibit.

VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B Attachment I A1 – Funding Amounts (1 page)

All references to Exhibit B Attachment I, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment I A1, respectively. Exhibit B Attachment I is hereby replaced in its entirety by the attached revised exhibit.

VII. All other terms and conditions shall remain the same.

Exhibit A A1
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

State and the Contractor enter into this contract by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

State and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14124.20, 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

State and the Contractor enter into this contract by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. Block Grant recipients must adhere to SAMHSA's National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

2. Service Location

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

3. Service Hours

The services shall be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

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

Department of Health Care Services	**Contractor's/Grantee's Name**
Contract/Grant Manager:Mike Reeves Telephone: (916) ~~327-4886~~ **327-2621** Fax: (916) ~~323-0653~~ **322-1176** Email: Michael.reeves@dhcs.ca.gov	County Administrator Telephone: (760) 873-3305 Fax: (760) 873-6505

B. Direct all inquiries to:

Department of Health Care Services	**Contractor's/Grantee's Name**
Department of Health Care Services SUD PTRSD - FMAB Attention: ~~Irma Nieves~~ **Scott Oros** Mail Station Code 2629 P.O. Box 997413 Sacramento, CA, 95899-7777 Telephone: (916) ~~323-2087~~ **327-2782** Fax: (916) ~~323-0653~~ **322-1176** Email: ~~Irma.nieves@dhcs.ca.gov~~ **scott.oros@dhcs.ca.gov**	Inyo County Health & Human Services Attention: County Administrator 163 May Street Bishop, CA 93514 Telephone: (760) 873-3305 Fax: (760) 873-6505

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

Exhibit B, Attachment I A1 - Funding for Fiscal Year 2014-15 through FY 2016-17

Version:	A01
Date:	7/1/2014

County: Inyo

Contract Number: 14-90061

Fiscal Year 2014-15	2014-15 Funding Amount	
	Original	A01
State General Funds (7/1/14 to 6/30/15)		
Drug Medi-Cal SGF	10,063	10,063
TOTAL	10,063	10,063
SAPT Block Grant - FFY 2015 Award (10/1/14 to 6/30/16)		
- Discretionary	319,830	319,830
- Adolescent/Youth	0	0
- Prevention Set-Aside	75,194	75,194
- Friday Night Live/Club Live	0	0
- HIV Set Aside	7,500	7,500
- Perinatal	0	0
TOTAL	402,524	402,524
Drug Medi-Cal Federal Share (7/1/14 to 6/30/15)		
- Non Perinatal Federal Share	~~1,250~~	17,014
- Perinatal Federal Share	0	0
TOTAL	~~1,250~~	17,014
GRAND TOTAL	~~413,837~~	429,601

Original THREE-YEAR TOTAL	~~1,241,511~~
A01 THREE-YEAR TOTAL	1,257,275

Fiscal Year 2015-16	Amount
	Original
State General Funds (7/1/15 to 6/30/16)	
Drug Medi-Cal SGF	10,063
TOTAL	10,063
SAPT Block Grant - FFY 2016 Award (10/1/15 to 6/30/17)	
- Discretionary	319,830
- Adolescent/Youth	0
- Prevention Set-Aside	75,194
- Friday Night Live/Club Live	0
- HIV Set Aside	7,500
- Perinatal	0
TOTAL	402,524
Drug Medi-Cal Federal Share (7/1/15 to 6/30/16)	
- Non Perinatal Federal Share	1,250
- Perinatal Federal Share	0
TOTAL	1,250
GRAND TOTAL	413,837

Fiscal Year 2016-17	Amount
	Original
State General Funds (7/1/16 to 6/30/17)	
Drug Medi-Cal SGF	10,063
TOTAL	10,063
SAPT Block Grant - FFY 2017 Award (10/1/16 to 6/30/18)	
- Discretionary	319,830
- Adolescent/Youth	0
- Prevention Set-Aside	75,194
- Friday Night Live/Club Live	0
- HIV Set Aside	7,500
- Perinatal	0
TOTAL	402,524
Drug Medi-Cal Federal Share (7/1/16 to 6/30/17)	
- Non Perinatal Federal Share	1,250
- Perinatal Federal Share	0
TOTAL	1,250
GRAND TOTAL	413,837

For Clerk's Use Only:
AGENDA NUMBER
25

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Inyo National Forest Plan Update

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest 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.

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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

Date: 5/27/15

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

For Clerk's Use Only:
AGENDA NUMBER

26

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: West Mojave Route Network Project (WMRNP)[1] and Plan Amendment Environmental Impact Statement Correspondence.

DEPARTMENTAL RECOMMENDATION: Request your Board review draft correspondence to Bureau of Land Management (BLM) regarding the WMRNP and Plan Amendment Environmental Impact Statement (EIS), and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: The WMRNP is a supplement to the 2006 West Mojave Plan (WEMO), which updated the 1980 California Desert Conservation Area (CDCA) Plan. The CDCA Plan addressed public-land resources and resources use within 25-million acres of land in southern California. A lawsuit was filed challenging the 2006 Western Mojave Record of Decision route designation process, and in 2011, a court order directed the BLM to amend the CDCA Plan and reconsider route designation throughout the WEMO area.

The WMRNP identifies an overall travel and transportation management strategy, implementation framework, and access network for public lands users in the West Mojave portion of the California Desert, identifies additional livestock grazing alternatives that may enhance long-term conservation goals identified in the 2006 West Mojave Plan and addresses inconsistencies in the language between the CDCA and the West Mojave Plan.

The WMRNP supplemental EIS will form the framework for route designation in the West Mojave area, consistent with the rest of the West Mojave Plan. The BLM will designate over 15,000 miles of existing roads in San Bernardino, Riverside, Kern and Inyo Counties as open or closed to off-highway vehicle travel, or limited to specific types of travel, including non-motorized or non-mechanized. The decision will result in management strategies that may include installation of barriers and signs, rehabilitation of closed routes, realignment of route or other actions. The supplemental plan also identifies additional livestock grazing alternatives in desert tortoise habitat that may enhance long-term conservation goals identified in the 2006 WEMO. The WMRNP supplemental EIS Notice of Availability was published in the Federal Register on March 6th, 2015. The public comment period ends on June 4th, 2015. Under court order, the WEMO planning process must be completed and BLM must provide a Record of Decision by September 2015.

On April 7th, 2015, BLM staff provided a presentation to your Board describing the WMRNP alternatives and potential impacts identified in the EIS. BLM staff also conducted a public workshop that same evening in Lone Pine for local area residents to receive information on the plan, ask questions and provide comment.

---

[1] For more information regarding the WRNRP, please see the BLM website at: http://www.blm.gov/ca/st/en/fo/cdd/west_mojave__wemo.html

The correspondence emphasizes the socioeconomic impacts the proposed WMRNP alternatives may have on recreation, mining and agriculture in Inyo County, and expresses support for the Preferred Alternative: Alternative 3, which maximizes recreational opportunities and access to key destinations, such as mining prospects, and limits impacts to grazing allotments outside of Desert Tortoise habitat.

***OTHER AGENCY INVOLVEMENT*:** BLM, counties of Kern, Los Angeles, and San Bernardino, and other affected agencies and stakeholders.

***ALTERNATIVES*:** The Board may direct changes to the correspondence or choose to not send the correspondence.

***FINANCING*:** General funds are utilized to monitor State and federal planning efforts.

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.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

Date: 5/28/15

June 2nd, 2015

Bureau of Land Management
California Desert District
Attn: WMRNP Plan Amendment
22835 Calle San Juan de Los Lagos
Moreno Valley, CA 92553

RE: West Mojave Route Network Project and Plan Amendment Environmental Impact Statement Correspondence

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, I thank you for the opportunity to comment on the West Mojave Route Network Project and Plan Amendment (WMRNP). The Inyo County Board of Supervisors supports the Bureau of Land Management's (BLM) effort to draft a balanced plan that identifies appropriate route designations and livestock management policies.

Inyo County's base economic contributors are recreation, mining, and agricultural. Economic development is limited in Inyo County due to the public land ownership pattern, and the decisions of public land management agencies may have significant impacts to the vitality of our regional economy. Motorized access is essential to most recreational activities within the West Mojave planning area, and recreational spending generates substantial direct and indirect economic activity in our region. Extraction of mineral resources area also important to the County's economy, and the selected WMRNP alternative should ensure that access to existing and future mining prospects is protected. Finally, ranching on public grazing allotments represents a third tier of Inyo County's base economy, and increasing restrictions on grazing represent a significant constraint to the sustainability of this industry. The Inyo County Board of Supervisors request that the BLM give significant consideration to the socioeconomic impacts of the proposed WMRNP alternatives in selecting a plan for implementation.

To that end, after consideration of the proposed WMRNP alternatives, the Inyo County Board of Supervisors supports the Preferred Alternative: Alternative 3, which maximizes recreational opportunities and access to key destinations, such as mining prospects, and limits impacts to grazing allotments outside of Desert Tortoise habitat.

Thank you for including Inyo County in this important planning process, and please accept our gratitude to BLM staff for providing our Board with a special presentation on the proposed WMRNP EIS on April 7th. Please contact the County's Administrative Officer, Kevin Carunchio, at (760)878-0292 or by email at kcarunchio@inyocounty.us if you have any questions.

Sincerely,

Matt Kingsley
Chairperson, Inyo County Board of Supervisors

cc:
County Administrative Officer
County Counsel
Planning Director
Secretary Jewell, U.S. Department of Interior
Rural County Representatives of California
California State Association of Counties
National Association of Counties
Kern County
Los Angeles County
San Bernardino County

For Clerk's Use Only:
AGENDA NUMBER
27

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: WATER DEPARTENT

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: APPROVAL OF GRANT AGREEMENT NO 14-680-550 (C/A 702) BETWEEN COUNTY OF INYO AND STATE WATER RESOURCES CONTROL BOARD

DEPARTMENTAL RECOMMENDATION: Request Board A) approve language for grant agreement No. 14-680-550 (C/A 702) between the County of Inyo and the State Water Resources Control Board (SWRCB), for the purchase and installation of a drinking water vending machine and associated infrastructure and connections; and one year of operation and maintenance for the period of April 30, 2014 to February 28, 2017, and authorize the Water Director to sign any documentation to accept and utilize the grant on behalf of the County; B) amend the Water Department budget (024102) by a) increasing revenue in 4498 - State Grants (Revenue Code #4498) by $80,221 b) increasing appropriations in 5265 - Professional Services (Object Code #5265) by $80,221 for FY 2014-15; (4/5's vote required); and c) direct staff to include any balances left from all grant funding for this project in the FY 2014-15 budget, in FY 2015-16 Water Department Budget Unit 024102, contingent upon the Board's adoption of a FY 2015-16 budget; and C) approve the agreement between the Southern Inyo Fire District to be responsible for operation, testing, and repair of the vending machine.

SUMMARY DISCUSSION: Water in domestic wells in the Tecopa area exceeds drinking water standards for arsenic and fluoride. The community of Tecopa is considered severely economically disadvantaged and the cost to obtain safe and affordable drinking water is a challenge. On June 24, 2014, your Board approved Grant Agreement No. 13-453-550 [C/A 702] titled "The Delivery of an Interim Emergency Supply of Water for Domestic Purposes" between the County of Inyo and the State Water Resources Control Board in an amount not to exceed $40,100 for the provision of bottled water to the community of Tecopa for the period of July 1, 2014 to October 31, 2014. On October 28, 2014 your Board approved extending the term of this agreement to June 30, 2016 and approved a purchase order in the amount of $37,100 to Robert Lisull for the purchase of bottled water for the Community of Tecopa.

The next step in the process is to design and construct a structure to house the water vending machine; purchase a vending machine; complete permitting requirements; purchase and install the wellhead treatment, perform water quality testing necessary to obtain a CDPH operator license prior to dispensing water to the public; by Request for Proposals (RFP) with the assistance of Public Works. The attached grant agreement provides funding to accomplish this.

It is intended that the County will contract with the funds to accomplish the project, and that the Southern Inyo Fire District (District) will assume responsibility for operations, testing, and maintenance of the vending machine once it is in place. Since the grant agreement places and number of responsibilities for operationsl, testing, and maintenance on the "grantee", i.e., the County, acceptance of this grant is contingent on reaching agreeement with the District on an memerandum of understanding where the grantee's responsibilities for operations, testing, and maintenance are assumed by the District. The attached MOU provides for the District undertaking these responsibilities, and has been agreed to by the District.

ALTERNATIVES: The Board could deny the request, which would result in Tecopa residents reverting to their local wells which do not meet drinking water standards, or traveling to Pahrump to secure drinking water.

OTHER AGENCY INVOLVEMENT: California State Water Resources Control Board; Southern Inyo Fire District; Public Works

FINANCING: Your Board approved the Grant Agreement No. 13-453-550 (C/A 702) titled "The Delivery of an interim Emergency Supply of Water for Domestic Purposes" between the County of Inyo and the State Water Resources Control Board in an amount not to exceed $40,100. These funds have been budgeted in the Water Department budget (024102)

General Operating (5311) for the fiscal year 2014-2015 and the balance to be included in the 2015-2016 budget. Increase revenue in Water Department budget (024102) 4498 - State Grants in the amount of $80,221 and increase appriations in 5265 - Professional Services by $80,221 for the 2014-2015 fiscal year with the balance of the grant to be included in the 2015-2016 Water Department budget (024102).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: MKW Date 5/27/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: 5/27/2015 Date
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE: Richard L. Date: 5/26/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

FOR STATE USE ONLY
DGS REGISTRATION NO.

CLEANUP AND ABATEMENT ACCOUNT GRANT AGREEMENT BETWEEN THE STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board" AND

INYO COUNTY, hereinafter called "Grantee"

INSTALLATION OF A WATER VENDING MACHINE IN TECOPA, hereinafter called "Project"

AGREEMENT NO. 14-680-550[C/A 702]

WHEREAS:

1. The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

   Water Code, § 13440 et seq.

   Budget Act of 2013, Section 2.00, Item 3940-002-0679 (as amended by Senate Bill 103 (Stats. 2014, ch. 2))

2. The Grantee has been determined by the State Water Board to be eligible for funding from the State Water Pollution Cleanup and Abatement Account (CAA) pursuant to California Water Code, Division 7, Chapter 6, Article 3, sections 13440 et seq. and pursuant to Item 3940-002-0679 of Section 2.00 of the Budget Act of 2013. The State Water Board recognizes the need to provide safe drinking water to disadvantaged communities with contaminated drinking water supplies, regardless of the source of contamination, on an interim basis until a long term solution can be achieved. Therefore, in Resolution No. 2014-0019, the State Water Board allocated a total of $4,000,000 from the CAA for the provision of interim emergency drinking water to disadvantaged communities with contaminated drinking water supplies.

3. Pursuant to these provisions, Grantee may obtain funding for reasonable and necessary costs of providing interim emergency drinking water incurred on or after April 30, 2014 with the project to be completed by February 28, 2017; and

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

State Water Board		Grantee: Inyo County	
Name:	Mark Magtoto, Grant Manager	Name:	Bob Harrington, Project Director
Address:	1001 "I" Street, 16th Floor	Address:	135 S. Jackson
City, Zip:	Sacramento, CA 95814	City, Zip:	Independence, CA 93526
Phone:	(916) 341-5481	Phone:	(760) 878-0003
Fax:	(916) 341-5707	Fax:	(760) 878-0465
e-mail:	Mark.Magtoto@waterboards.ca.gov	e-mail:	bharrington@inyocounty.us

B. Direct all inquiries to:

State Water Board		Grantee: Inyo County	
Section:	Division of Financial Assistance	Section:	
Attention:	Lola Barba, Program Analyst	Name:	Bob Harrington, Grant Contact
Address:	1001 "I" Street, 17th Floor	Address:	135 S. Jackson
City, Zip:	Sacramento, CA 95814	City, Zip:	Independence, CA 93526
Phone:	(916) 341-5638	Phone:	(760) 878-0003
Fax:	(916) 341-5296	Fax:	(760) 878-0465
e-mail:	Lola.Barba@waterboards.ca.gov	e-mail:	bharrington@inyocounty.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes should not require an amendment to this Grant agreement.

D. The maximum amount payable under this agreement shall not exceed EIGHTY THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS ($80,221).

E. In the event the Grantee receives or will receive funds from other sources for work completed under this Grant Agreement, the State Water Board reserves the right to request repayment of funds.

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

Exhibit A SCOPE OF WORK

Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

Exhibit C GENERAL CONDITIONS.

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

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

By: _____
Grantee Signature

_____
Grantee Typed/Printed Name

_____
Title and Date

By: _____
Darrin Polhemus, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

_____
Date

Reviewed by:
Office of Chief Counsel
Date:

EXHIBIT A
SCOPE OF WORK

BACKGROUND:

The Grantee was awarded one hundred eight thousand eight hundred twenty two dollars ($108,822) in grant funds from the CAA with the intent to install and maintain a water vending machine for the community of Tecopa. The Grantee received the funding on behalf of approximately one hundred fifty (150) permanent residents and an additional two hundred (200) residents during the winter months. These residents currently rely on domestic wells located on individual properties for their household water supply and a public water system does not exist in Tecopa. Naturally occurring arsenic and fluoride in the groundwater exceed their respective primary drinking water standards and local residents either consume contaminated well water or drive forty (40) miles each way to purchase from a vending machine located in Pahrump, Nevada. The community is considered severely disadvantaged and the costs and difficulty of having to travel such distances to obtain safe drinking water constitute a challenge for the residents of Tecopa.

The grant also allowed the purchase and distribution of bottled water in the interim until the vending machine is fully operational. Previous State Water Board Grant Agreement No.# 13-453-550 allocated forty thousand one hundred dollars ($40,100) from the approved grant funds to provide interim drinking water at each residence for approximately up to twelve (12) months or until the vending machine is fully operational.

On February 13, 2015, the Grantee was awarded an additional eleven thousand four hundred ninety-nine dollars ($11,499) from the CAA to cover additional costs associated with the formation of the public water system, additional water testing and licensing requirements and increased in the design and construction costs.

Under this Grant Agreement, the Grantee will form a public water system; purchase and install a drinking water vending machine and associated infrastructure and connections; perform one (1) year of operation and maintenance (O & M). The State Water Board will also provide Grantee with one (1) year of funding to support a long-term capital improvement fund (CIF). Residents of Tecopa will purchase water for approximately $0.30/gallon. Revenues generated from the water vending machine will provide necessary longer-term funding to adequately cover O & M as well as CIF expenses for the duration of the project.

The machine will be serviced and maintained by Southern Inyo Fire Protection District staff. The Grantee and Southern Inyo Fire Protection District will work with the Grantee's Environmental Health Services Department (Inyo County EHS), the State Water Board Division of Drinking Water, and the California Department of Public Health (CDPH) Food and Drug Branch to ensure that the water vending machine is certified, the vending machine operator is licensed, and water quality testing is performed in accordance with all applicable requirements.

A. WORK TO BE PERFORMED BY GRANTEE

1. Inform and coordinate with the Division of Drinking Water's San Bernardino District Office (District Office) and Inyo County EHS prior to conducting work pertaining to this agreement and receive approval, when necessary.

2. Conduct water quality sampling on the intended water supply well. Submit water quality sampling results to the Grant Manager.

3. Form a public water system and obtain a water supply permit from the Inyo County EHS. Submit a copy of the water supply permit to the Grant Manager. Ensure appropriate training and certification of drinking water treatment and distribution system operators and supervisors.

4. Submit an application to the CDPH Food and Drug Branch to obtain the initial water vending machine operator license for the vending machine. A water vending machine operator license from the CDPH Food and Drug Branch is required prior to distributing water from the vending machines. Grantee shall obtain the water vending machine operator license and shall submit a copy to the Grant Manager and the District Office. The water vending operator license must be renewed annually. Therefore, in subsequent

years, Grantee shall timely obtain renewal of its water vending machine operator license and shall submit a copy to the Grant Manager and the District Office on a yearly basis.

5. Complete Plans and Specifications for the wellhead treatment, water vending machine and housing structure. Submit final Plans and Specifications to the Grant Manager.

6. Complete all permitting requirements for the wellhead treatment, water vending machine and housing structure. Submit copies of the permits to Grant Manager.

7. Purchase and install well pump on existing well located on the property in Tecopa Heights leased to the Southern Inyo Fire Protection District (Project Site). Submit photo-documentation to Grant Manager.

8. Purchase and install the wellhead treatment on existing well located on the Project Site. Submit photo-documentation to Grant Manager.

9. Purchase a water vending machine that meets the certification and licensing standards specified by CDPH Food and Drug Branch, and submit the purchase agreement to the Grant Manager.

10. On the Project Site, install the water vending machine, associated infrastructure, water supply connections, sewer system connections (if needed), and electrical power connections. Submit photo-documentation of all work to the Grant Manager and the District Office.

11. Construct a structure that will house the water vending machine. Submit photo-documentation to the Grant Manager.

12. Complete As-Built drawings for the wellhead treatment, water vending machine and housing structure. Submit final As-Built drawings to the Grant Manager.

13. Perform the water quality testing necessary to operate the water vending machine and maintain the water vending machine operator license from CDPH Food and Drug Branch prior to dispensing water to the public. Submit a copy of the water quality test results and the testing laboratory's accreditation to the Grant Manager, Inyo County EHS, and the District Office.

14. Perform O & M of the water vending machine in accordance with the manufacturer's guidance and the requirements of the CDPH Food and Drug Branch. Grantee will operate and maintain the water vending machine and submit O & M records/documentation on a quarterly basis to the Grant Manager.

15. Perform treated water quality monitoring testing in accordance with the Inyo County EHS water quality monitoring plan. Water treatment and testing is required to ensure water quality meets Maximum Contaminant Levels (MCLs). The required testing must be performed at a laboratory certified for the particular analysis by the State Water Board's Environmental Accreditation Program (ELAP). Grantee shall submit copies of all laboratory reports for treated water quality monitoring to the Inyo County EHS, Grant Manager and the District Office according to the monitoring schedule. If any treated water sample is at or above the arsenic MCL, the Grantee shall collect a confirmation sample and notify the Grant Manager, Inyo County EHS and the District Office within twenty-four (24) hours.

16. Conduct regular water vending machine water quality testing as specified by the CDPH Food and Drug Branch. Submit copies of the laboratory reports to the Grant Manager, Inyo County EHS, and the District Office.

17. Inform the Grant Manager within twenty-four (24) hours of any significant problems with operation of the vending machine. In the event that the machine is found to be not operating correctly, Grantee shall take immediate corrective action and/or remove the machine from service until the problem is resolved. Grantee shall provide a contact number to the community to report potential problems observed by community members.

18. Submit a copy of any signed contracts between Grantee and any providers of Project services to the Grant Manager.

19. Notify the Grant Manager and the District Office not later than ten (10) days prior to commencing the initial water service from the public water system and/or water vending machines.

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	WORK TO BE PERFORMED BY GRANTEE		
2.	Water Quality Sampling Results		April 2015
3.	Water Supply Permit		October 2015
4.	Water Vending Machine Operator License		November 2015 and yearly thereafter
5.	Final Plans and Specifications for the Wellhead Treatment, Water Vending Machine and Housing Structure		November 2015
6.	Permits		November 2015
7.	Photo-Documentation of Well pump Installation		January 2016
8.	Photo-Documentation of Wellhead Treatment Installation		January 2016
9.	Purchase Agreement for Vending Machine		January 2016
10.	Photo-Documentation of Vending Machine Installation		February 2016
11	Photo-Documentation of Housing Structure Construction		February 2016
12.	As-Built Drawings		February 2016
13.	Water Quality Testing Results and Copy of Environmental Accreditation Program Certification		March 2016
14.	Operation and Maintenance Records/Documentation		Quarterly
15.	Water Quality Monitoring Laboratory Reports		As Scheduled
16.	Vending Machine Water Quality Testing Reports		As Scheduled
18.	Signed Contracts of Providers of Project Services		Ten (10) days after execution of contract
19.	Notice of Initial Water Service Delivery from the Water Vending Machine		Ten (10) days prior to initial water delivery
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICE PACKAGES		
1.	Invoices		Quarterly
E.	REPORTS		
1.	Progress Reports		Quarterly
2.	Draft Project Report	January 27, 2017	

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
3.	Final Project Report	February 28, 2017	

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICE PACKAGES

1. No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Standard Form Payment Request duly executed by or on behalf of the Grantee. The Grantee's duly authorized representative, who has been approved by the State Water Board, must execute all Payment Request forms. A Payment Request form must accompany all invoice packages. The original invoice packages shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Line E (1) of this exhibit. The address for submittal is:

   Mark Magtoto, Grant Manager
   State Water Resources Control Board
   Division of Financial Assistance
   P. O. Box 944212
   Sacramento, CA 94244-2120

2. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.

3. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

4. Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. The two-party checks will require the endorsement of both Grantee and the company providing the services.

5. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until "Notice of Completion/Final Inspection" from local regulatory agency of the Project is received.

6. The invoice shall contain the following information:

   a. The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

   b. The date of the invoice and the time period covered by the invoice, i.e., the term "from" and "to";

c. Printed name of the consultant or contractor;

d. Business address of the consultant or contractor, including P.O. Box, City, State, and Zip Code;

e. Printed name of the Grantee;

f. The number of the Agreement upon which the invoice is based;

g. The site address (location) where the work was performed.

h. All subcontractor(s) invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the consultant/contractors invoice. All subcontractor(s) must have current and active professional licenses, as applicable.

i. Original signature and date (in ink) of Grantee or its authorized representative.

j. An itemized account of the work for which the Grantee is seeking payment:

- A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
- The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget; and
- The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement; and

7. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN MARCH 31, 2017.

8. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2014-15 fiscal year ending June 30, 2015 shall not exceed EIGHTY THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS ($80,221).

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 force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

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 Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

Description	Grant Allotment
Administrative Services	$3,000
Construction	$57,805
Operation and Maintenance	$19,416
TOTAL	$80,221

D. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.

3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

E. REPORTS

1. PROGRESS REPORT. Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December).

2. DRAFT PROJECT REPORT. January 27, 2017

3. FINAL PROJECT REPORT. February 28, 2017

4. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

F. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

G. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§1572-1573; Pen. Code, §§470, 489-490.)

EXHIBIT C
THE STATE WATER BOARD GENERAL CONDITIONS

1. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

2. APPROVAL: The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.

3. ASSIGNMENT: This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State Water Board.

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

5. CHILD SUPPORT COMPLIANCE ACT: Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

6. COMPLIANCE WITH LAW, REGULATIONS, ETC.: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.

7. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

8. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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

10. DISPUTES: The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Grantee shall submit to the Deputy Director of the DFA a written demand for a final decision. The decision of the Division, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information Grantee desires to be considered in the decision. The

Executive Director's decision shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

11. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with Section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:

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

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

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

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

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

    Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and Grantee may be ineligible for award of any future state grants if it is determined that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above.

12. DROUGHT EMERGENCY WATER CONSERVATION: The Grantee agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in Section 863-865 of title 23 of the California Code of Regulations. The Grantee agrees to include a discussion of progress and compliance in reports submitted pursuant to this Agreement.

13. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

15. GRANT MODIFICATIONS: The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the State Water Board a written statement setting forth the disagreement with the change.

16. GRANTEE'S RESPONSIBILITIES FOR WORK: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

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

18. INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.

19. INSPECTION: Throughout the term of this Agreement, the State Water Board shall have the right to inspect the project area to ascertain compliance with this Agreement.

20. INSURANCE: Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

21. NONDISCRIMINATION: During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

    Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

    Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.

22. NO THIRD PARTY RIGHTS: The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

23. NOTICE: The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.

The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.

24. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

25. PAYEE DATA RECORD FORM (Std. 204). The Grantee must complete the Payee Data Record Form.

26. PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;

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

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.

27. PREVAILING WAGES AND LABOR COMPLIANCE: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met.

28. RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.

29. STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the

Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

30. TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

31. TIMELINESS: Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.

32. TRAVEL AND PER DIEM: Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.

33. URBAN WATER MANAGEMENT: The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.

34. WATER CONSERVATION AND EFFICIENCY PROGRAMS: The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.

35. WATER RIGHTS: The Grantee certifies that it is in compliance with part 5.1 of division 2 of the Water Code and, if applicable, that it has filed and will continue to file its required Statements of Diversion and Use with the State Water Board in accordance with sections 5101 and 5103 of the Water Code.

36. WITHHOLDING OF GRANT DISBURSEMENTS: The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to

materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF INYO AND SOUTHERN INYO FIRE PROTECTION DISTRICT
FOR THE PROVISION OF WATER TO THE COMMUNITY OF TECOPA

This Memorandum of Understanding (MOU) is between the County of Inyo, a political subdivision of the State of California, (County) and the Southern Inyo Fire Protection District, a lawfully created California Fire Protection District (District), [collectively referred to herein as parties] with regard to services assumed by the District contained in Agreement No. 14-680-550 [C/A 702] (Agreement) between the County and the State Water Resources Control Board and shall be effective the date first written below.

WHEREAS, the community of Tecopa, Inyo County, (Tecopa) has a need for potable water; and

WHEREAS, Inyo County obtained a grant from the State Water Resources Control Board to build a structure and to install a vending machine (vending machine) for residents of Tecopa (collectively referred to herein as "installation"); and

WHEREAS, District will after installation assume the obligations set out in the Agreement for testing, operation, and maintenance of the vending machine to be constructed.

NOW THEREFORE the District and the County agree:

1. The recitals are incorporated herein as though set forth fully.
2. **WATER QUALITY:**
    a. The District shall take all steps needed to obtain a CDPH operator license prior to dispensing water to the public.
    b. The District shall perform the water quality testing required by the Agreement: water treatment and testing is required to ensure water quality meets Maximum Contaminant Levels (MCLs). The required testing must be
        i. Performed in accordance with the water quality monitoring plan; and
        ii. Conducted at a laboratory certified for the particular analysis by the State Water Board's Environmental Accreditation Program (ELAP).
    c. The District shall review the water quality test results promptly on receipt and if any treated water sample is at or above the arsenic or fluoride MCL, the District shall collect a confirmation sample and notify the Grant Manager and Inyo County EHS within twenty-four hours.
    d. The District shall submit a copy of the water quality test results and the testing laboratory's ELAP certification to the State Water Resources Control Board Grant Manager (Grant Manager) and Inyo County Health Services Department (Inyo County EHS).
3. **VENDING MACHINE OPERATIONS AND MAINTENANCE:**
    a. The District will operate and maintain the vending machine.
    b. The District will form a Public Water System and obtain a water supply permit from the Inyo County EHS, and submit a copy of the permit to the Grant Manager. Inyo County EHS will facilitate this permit.
    c. The District will apply to the CDPH Food and Drug Branch to obtain the initial water vending machine operator license for the vending machine. A water vending machine operator license from the CDPH Food and Drug Branch is required prior to distributing water from the vending machine. The District shall obtain the water vending machine operator license and shall submit

a copy to the Grant Manager and Inyo County EHS. The District shall renew the water vending operator license annually and submit copies to the Grant Manager and Inyo County EHS.

d. The District operations and maintenance (O&M) of the vending machine shall meet or exceed the requirements:
    i. Set out in the manufacturer's guidance; and
    ii. The CDPH Food and Drug Branch.
e. The District shall submit O&M records/documentation on a quarterly basis to the Grant Manager.
f. The District shall conduct regular water vending machine water quality testing as specified by the CDPH Food and Drug Branch.
g. The District shall submit copies of the laboratory reports to the Grant Manager and Inyo County EHS.
h. The District shall inform the Grant Manager within twenty-four hours of any significant problems with the operation of the vending machine.
    i. In the event that the vending machine is determined to not be operating correctly, the District shall take immediate corrective action, including but not limited to, removing the machine from service until the problem is resolved.
    ii. The District shall provide a contact number to the community to report potential problems observed by community members.

4. **FACILITY AND STRUCTURE MAINTENANCE:**
    a. The District shall maintain and operate the facility and structure(s) constructed or improved as part of the project throughout the term of Agreement consistent with the purposes for which the Grant was made.
    b. The District assumes all operations and maintenance costs of the facility and structure(s).
5. **PAYMENTS TO THE DISTRICT:**
    a. The District may invoice the County for expenses related to the first year of expenses related to fulfilling the responsibilities given above in sections 2, 3, and 4, in an amount not to exceed $10,663.
    b. The District shall establish a Capital Improvement Fund for the Vending Machine and manage the fund to sustain long-term operability of the vending machine. The County, through the Grant Agreement, shall provide $2,177 for the establishment of the Capital Improvement Fund.

6. **REVENUE FROM THE SALE OF WATER:** Revenue arising out of the sale of water from the vending machine shall accrue to the District for the purpose of meeting the requirements of this MOU.

7. **TERM:** This MOU is for the duration of the Agreement. Beyond the term of the Agreement the District will operate the installation in compliance with State and local regulations.

8. **NO FURTHER CONTRIBUTION:** the State Water Board and County of Inyo shall not be liable for any costs, including but not limited to maintenance, management or operation after installation.

9. **INDEMNIFICATION:** each party to this MOU is a public agency and specifically assumes full and total responsibility for any claims arising from its own actions and agrees to indemnify and make whole the other for any claims arising therefrom.

10. **NOTICE OF COMMENCEMENT:** the District shall notify the Grant Manager and the Inyo County Water Department not later than ten days prior to commencing the initial water service from the vending machine.

11. **ENTIRE MOU:** This MOU contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated

herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

12. **AMENDMENT:** any amendment to this MOU must be in writing executed by the parties.

Dated: May _____, 2015

SOUTHERN INYO FIRE PROTECTION DISTRICT

by_____

_____

Printed Name

Dated: _____2015

INYO COUNTY

by _____

Robert Harrington, Inyo County Water Director

For Clerk's Use Only:
AGENDA NUMBER
28

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 2, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

For Clerk's Use Only:
AGENDA NUMBER

29

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 2, 2015

SUBJECT: Continuation of declaration of local emergency

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

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

For Clerk's Use Only:
AGENDA NUMBER

30

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 2, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

For Clerk's Use Only:
AGENDA NUMBER

21

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 2, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

For Clerk's Use Only:
AGENDA NUMBER

32

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meetings of A) May 5, 2015; B) May 12, 2015 and C) May 19, 2015.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

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

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: **Water Department**

FOR THE BOARD MEETING OF: **June 2, 2015**

SUBJECT: **Inyo County/Los Angeles Standing Committee Meeting – June 4, 2015**

DEPARTMENTAL RECOMMENDATION:

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for June 4, 2015 in Independence, California. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board consider the attached draft agenda and provide direction to the County's Standing Committee representatives.

SUMMARY DISCUSSION:

Staff has prepared the attached draft agenda. Five action items are anticipated:

Item #1: Approval of documentation of action items from the May 7, 2015 meeting. This item documents action items from the prior Standing Committee meeting. Several action items were considered at the May 7, 2015 meeting. The attached draft memo documents these actions. LADWP is currently reviewing the memo. Recommendation: Approve.

Item #3: Program for reasonable reductions in irrigation water supply and water supplied to other projects. This item is a continuation of item #5 from the May 7 meeting. At the May 7 meeting, the Standing Committee discussed water supply in Owens Valley and directed staff to engage with MOU parties to seek agreement to reductions in Lower Owens River Project (LORP) base flows and releases to the LORP delta, and to seek agreement to not provide water to the Warren Lake Project. These actions require concurrence of all MOU parties. The MOU parties met on May 14 and are planning to meet again May 27 to reach agreement on reductions to the LORP and Warren Lake.

Since May 7, LADWP has issued their final Annual Operations Plan, wherein water supply for irrigation was increased to 21,500 acre-feet from 16,500 acre-feet planned in their proposed plan. The increase was based on an additional 2,000 acre-feet available from early ramp-down of water to Owens Lake and 3,000 acre-feet from increased groundwater pumping. At the May 7 Standing Committee meeting, the County proposed reducing irrigation to 39,200 acre-feet, but this was rejected by Los Angeles. Pending more water becoming available through reductions to the LORP, Warren Lake, and Owens Lake, there is still a significant difference between LADWP's planned irrigation and the County's proposed amount. The Water Department will prepare a memo with further information on this matter after the MOU parties meet on May 27.

Item #4: Consideration of Standing Committee approval of reductions in water supplied to the McNally Ponds and Pasture Enhancement/Mitigation Project. This item also is a follow-up to a disagreement from

the May 7 meeting, where the County made a motion to not provide water to this project, and Los Angeles did not agree. The Technical Group has subsequently met and agreed to recommend to the Standing Committee:

> *The Technical Group requests that, pursuant to Water Agreement Section IV.A, the Standing Committee agree to modify and eliminate the water supply to that portion of McNally Ponds Project, including the waterfowl ponds and adjacent 100 acre native pastureland, during the 2015-16 runoff year. The remainder of the McNally Ponds Project shall remain in effect and shall receive water.*

The attached draft memo gives the background on this project. LADWP is currently reviewing this memo.

Attachments:

1. Draft Standing Committee agenda.
2. Draft memo documenting actions from the May 7 Standing Committee meeting.
3. Draft memo documenting the Technical Group's recommendation concerning McNally Ponds E/M Project.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

N/A

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Robert L [signature] Date: 5/27/15

AGENDA

INYO COUNTY/LOS ANGELES STANDING COMMITTEE

11:00 a.m.
June 4, 2015

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

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

1. **Action Item:** Approval of documentation of actions from May 7, 2015 meeting.

2. Runoff and operations update
   a. Eastern Sierra runoff and operations
   b. Water availability for Owens Valley and Los Angeles
   c. First six-month Operations Plan

3. **Action item:** Program for reasonable reductions in irrigation water supply for Los Angeles-owned lands in Owens Valley, for recreation and wildlife projects, for projects implemented as part of the Inyo/Los Angeles Long Term Water Agreement, projects associated with the 1997 Memorandum of Understanding, and for enhancement/mitigation projects.

4. **Action item:** Consideration of Standing Committee approval of reductions in water supplied to the McNally Ponds and Pasture Enhancement/Mitigation Project.

5. Public Comment.

6. Confirm schedule for future Standing Committee meetings.

7. Adjourn.

DRAFT

Standing Committee meeting protocols (Adopted May 11, 2011)

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.

The LTWA further provides that:

Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.

2. A Chairperson from the hosting entity will be designated for each meeting.

3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.

4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.

5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.

6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.

7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.

8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.

9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.

10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

DRAFT

INYO/LOS ANGELES STANDING COMMITTEE

Dedicated to the advancement of mutual cooperation

MEMORANDUM

Date June 4, 2015

Subject: Documentation of Actions Taken by Standing Committee at the May 7, 2015 Meeting.

The Standing Committee's policy is to document any actions taken by the Committee in a memorandum at the subsequent meeting. Standing Committee members present at the May 7, 2015 meeting in Independence were, for Inyo County: Supervisor Matt Kingsley, Supervisor Rick Pucci, Water Commissioner Mike Prather, County Administrative Officer Kevin Carunchio, County Counsel Marge Kemp-Williams, and Water Director Bob Harrington; and for Los Angeles: Councilman Felipe Fuentes, Commissioner Christina Noonan, Commissioner Michael Fleming, Senior Assistant General Manager Martin Adams, Director Water Operations Richard Harasick, Aqueduct Manager James Yannotta, and Assistant City Attorney Julie Riley.

Actions taken at the May 7, 2015 meeting:

Agenda Item #1 - Approval of documentation of actions from the February 9, 2015 meeting

The Standing Committee approved the May 7, 2015 memorandum entitled: *Agenda Item #1: Documentation of Actions Taken by Standing Committee at the February 9, 2015 Meeting.*

Agenda Item #2a – Lower Owens River Project – Setting Seasonal Habitat Flow – Consideration of staff recommendation regarding setting the seasonal habitat flow.

The Standing Committee approved staff's recommendation concerning setting the seasonal habitat flow.

Agenda Item #2d – Lower Owens River Project – Establishment of Dry Year Blackrock Management Plan – Consideration of staff recommendation regarding the Blackrock Waterfowl Management Area flooded acreage.

The Standing Committee approved staff's recommendation concerning establishment of a Dry Year Management Plan for the Blackrock Waterfowl Management Area.

Agenda Item #3c – Technical Group revision of vegetation monitoring program – Extension of cooperative study funding agreement.

The Standing Committee directed staff to prepare necessary documents to extend the cooperative study agreement.

DRAFT

Agenda Item #5 – Program for reasonable reduction in irrigation water supply for Los Angeles-owned lands in Owens Valley, for recreation and wildlife projects, for projects implemented as part of the Inyo/Los Angeles Long Term Water Agreement, and for enhancement/mitigation projects.

The Standing Committee considered the following motions.

1. Los Angeles moves to provide irrigation in the amount of 18,500 acre-feet. The amount would be consistent with the Department's Draft Operations Plan, including an additional 2,000 acre-feet saved on Owens Lake through the early shutoff of water to six dust control areas, as agreed to by the Great Basin Air Pollution Control District. It reflects the maximum amount of water physically available at the time. The Department believes that both irrigation and the enhancement/mitigation projects are obviously valuable uses of water in the Owens Valley, and as such, the Department views them as coequal under the Water Agreement. In the event, however, that the Inyo County Board of Supervisors' Standing Committee members believe it to be worthwhile, in exchange, LADWP would move to redistribute another 1,500 acre-feet from the Klondike Lake Enhancement/Mitigation Project for irrigation purposes. Passage of this alternative would result in a total irrigation amount of 20,000 acre-feet. Any additional savings from other Enhancement/Mitigation Projects or other Owens Valley uses such as the LORP, the 1,600 Acre-Foot Projects, or the Owens Lake would also be reallocated to irrigation from other uses in Owens Valley during this irrigation season. Motion failed with Los Angeles voting yes and Inyo voting no.

2. Inyo County moves that water supplied for irrigation, exclusive of enhancement/mitigation projects, on Los Angeles-owned land in Owens Valley be reduced by 20% from the amount typically supplied. This reduces irrigation supply from its typical amount of 49,000 acre-feet to 39,200 acre-feet; therefore, the County does not agree to the 18,000 acre-foot irrigation cap proposed by LADWP. Motion failed with Inyo County voting yes and Los Angeles voting no.

3. Inyo County moves that no water be supplied to the McNally Ponds Enhancement/Mitigation Project during the 2015-2016 runoff year. Motion failed with Inyo voting yes and Los Angeles voting no.

4. Inyo County moves that LORP water use should be reduced by (1) modifying base flows in the riverine section of the project, and (2) modifying flows to the delta section of the project and moves that County and LADWP staff be directed by the Standing Committee to engage representatives of the MOU parties to reach agreement on these modifications no later than the date of the next Standing Committee meeting. Motion passed unanimously.

DRAFT

5. Inyo moves that County and LADWP staff be directed by the Standing Committee to engage representatives of the MOU parties to reach agreement that no water shall be supplied to the Warren Lake Project no later than the date of the next Standing Committee meeting. Motion passed unanimously.

6. Inyo County moves that the Inyo County Board of supervisors is willing to consider additional reasonable reductions to water supplied for irrigation and enhancement/mitigation projects, and also other projects associated with the Water Agreement and 1997 MOU, based on the receipt and analysis of additional information requested from LADWP, including an updated and revised Operations Plan, and moves that the Standing Committee meet again in the Owens Valley to consider any additional reductions. Motion passed unanimously.

7. Los Angeles moves that the Standing Committee agree that, except for irrigation supply solely dependent on creek flow, which may be reduced if there is insufficient flow in the creek to allow for continuation of irrigation, irrigation will be maintained at current levels until the next Standing Committee meeting, which must take place on or before June 8, 2015. Motion passed unanimously.

DRAFT

INYO/LOS ANGELES STANDING COMMITTEE

Dedicated to the advancement of mutual cooperation

MEMORANDUM

Date June 4, 2015

To: Inyo/Los Angeles Standing Committee

From: Inyo/Los Angeles Technical Group

Subject: Recommendation concerning reductions in water supply to McNally Ponds and Pasture Enhancement/Mitigation Project.

DRAFT

Recommendation

At the May 26, 2015 meeting of the Inyo/Los Angeles Technical Group meeting, the Technical Group agreed on the following recommendation to the Standing Committee:

> *The Technical Group requests that, pursuant to Water Agreement Section IV.A, the Standing Committee agree to modify and eliminate the water supply to that portion of McNally Ponds Project, including the waterfowl ponds and adjacent 100 acre native pastureland, during the 2015-16 runoff year. The remainder of the McNally Ponds Project shall remain in effect and shall receive water.*

Background

Water Agreement provisions. Water Agreement Section IV.A is relevant to modifying water supply to enhancement/mitigation (E/M) projects due to drought conditions:

> *Additionally, the Department shall provide water to any enhancement/mitigation projects added since 1981-1982, unless the Inyo County Board of Supervisors and the Department agree to reduce or eliminate such water supply.*
>
> *It is recognized that successive dry years could result in insufficient water to meet all needs. During periods of dry year water shortages, the Technical Group will evaluate existing conditions. A program providing for reasonable reductions in irrigation water supply for Los Angeles-owned lands in the Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee.*

Existing conditions. As discussed at recent Technical Group meetings, severe drought conditions prevail in Owens Valley and throughout California. The April 1 runoff forecast for the 2015-2016 runoff-year is for 25% of normal runoff over the period April 1, 2015 through September 30, 2015, and 36% of normal runoff for the period April 1, 2015 through March 31, 2016. The

prior three runoff years have been respectively 57%, 54%, and 52% of normal, constituting the lowest runoff on record for any three consecutive years.

McNally Ponds and Native Pasture E/M Project. The CEQA document adopted for the McNally Ponds and Native Pasture E/M Project (Project) describes the project as:

> *Approximately 60 acres of ponds located south of the Lower McNally Canal and west of U.S. Highway 6, will be provided water annually during the waterfowl season September through January. Water will be diverted through existing ditches and headgates from the Lower McNally Canal.* (Section 17, T6S, R33E).
>
> *Approximately 300 acres of native pasture will be provided water from existing diversion from the Lower McNally Canal within Sections 16 and 35, T6S, R33E, and MDB&M during the growing season April through September.*

Figure 1 shows Laws area E/M projects, related production wells, and diversions relevant to the portion of the project west of U.S. Highway 6. The McNally Ponds Project consists of two components, irrigated pasture southeast of Laws, and irrigated pasture and waterfowl ponds west of U.S. Highway 6.

The Project was originally planned to be supplied by diversion from the Owens River through the Lower McNally Canal, with Well W249 as an alternative supply, and that the water used by the Project would be made up by a new well or wells located south of the Laws return ditch. These new wells were constructed and designated W376 and W377 (see Figure 1). They have been operated sporadically to supply the southeastern part of the project. The CEQA analysis for this project was done in combination with the Laws-Poleta Native Pasture Project (also shown on Figure 1). The CEQA document described additional wells located at the gravel plant west of Five Bridges Road to supply replacement water for river water diverted to the western portion of the project. These wells were designated W385 and W386.

The 1991 EIR identified that wells W385 and W386 caused adverse impacts to native vegetation that are subject to mitigation, shown in Figure 1 as the Five Bridges Revegetation Project. W385 and W386 have not been operated since the early-1990s because of these negative impacts. LADWP has recently installed liners in W385 and W386 to reduce the effects of the wells on the shallow aquifer, but the Technical Group has not completed testing of efficacy of the liners.

The CEQA document for the Project also identified two new wells along the Upper McNally Canal to supply the southeastern portion of the McNally Ponds Project and the Laws-Poleta Native Pasture Project. These wells were designated W387 and W388, and were never linked to an on/off monitoring site, nor were they exempted from on/off by the Technical Group. W387 and W388 have been run annually to supply irrigation water in the E/M projects in the southeastern part of Laws via the Upper McNally Canal. Additionally, other wells along the Lower McNally Canal have been used to supply the project, either when in on-status or when they were exempted from the Water Agreement's on/off well management provisions under the 2007-2009 Interim Management Plan. During periods of high runoff the McNally Ponds were supplied with water from the Owens River via the Lower McNally Canal.

Considerations relevant to this recommendation are:

1. Wells situated such that they could provide water directly to the Project (wells W247, W248, and W249) are linked to monitoring site L1, which is in off-status.

2. Wells designated for provided make-up water from water diverted from the Owens River are not currently equipped for pumping, and the effects of the recent modifications to these wells have not been evaluated by the Technical Group (wells W385 and W386).
3. Diverting water from the Owens River into the Lower McNally Canal to supply the project would incur significant conveyance losses, making less water available for use elsewhere.
4. It is feasible to supply the southeastern portion of the project with pumped water (see Figure 1).

DRAFT

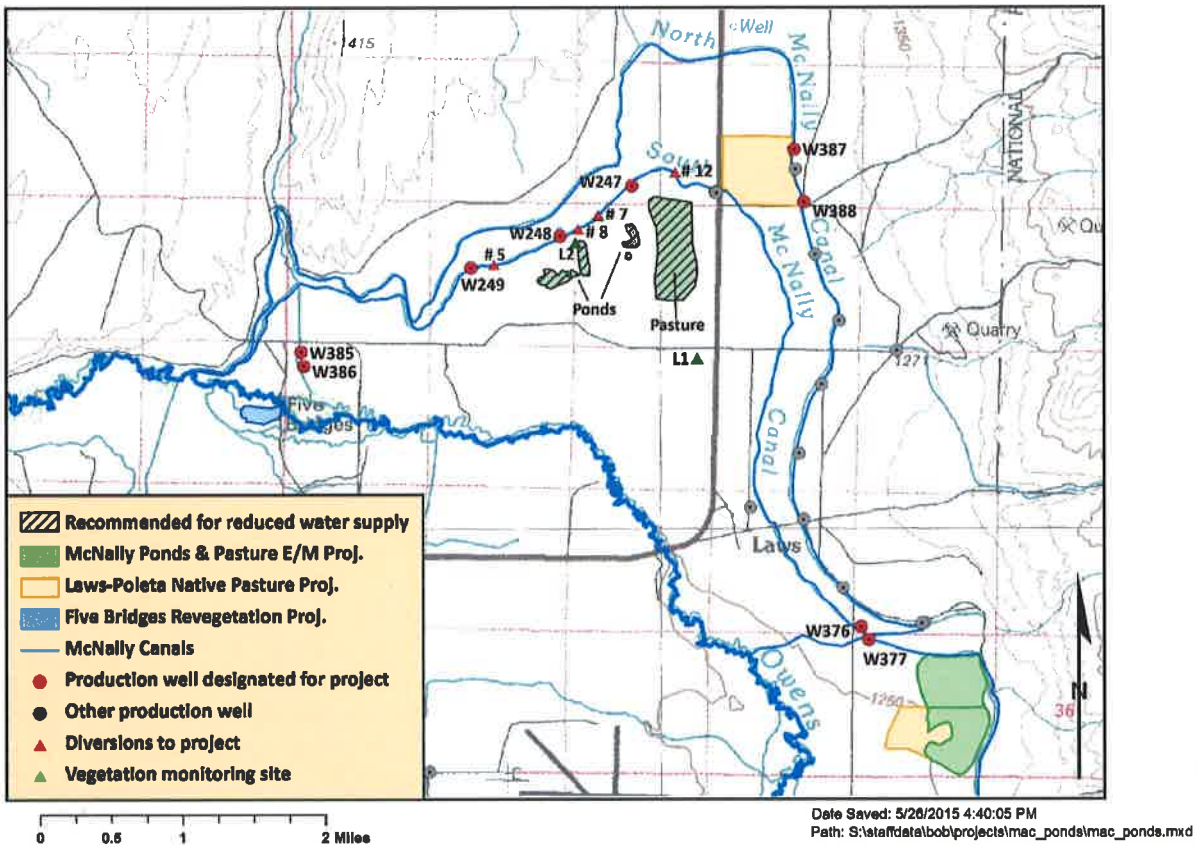


Figure 1. Major features of the Laws well field, including McNally Ponds and Pasture E/M Project, Laws Poleta Native Pasture E/M Project, and production wells associated with those projects.

DRAFT

For Clerk's Use Only:
AGENDA NUMBER

34

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Water Department

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Consideration of letter to State Lands Commission regarding water use on Owens Lake

DEPARTMENTAL RECOMMENDATION: - Request Board receive an update and consider approving a letter to the State Lands Commission, and possibly California Department of Fish & Wildlife regarding water requirements on the Owens Lake in light of drought conditions and recent State water regulations.

SUMMARY DISCUSSION: - During the May 5, 2015 Board Meeting your Board had a discussion regarding a letter to the State Lands Commission concerning the need to reduce the amount of water the Los Angeles Department of Water and Power (LADWP) is being required to put on the Owens Lake. In light of the dire drought predictions and expectations for the remainder of this year, it may be appropriate to approach the State Lands Commission, as well as the California Department of Fish & Wildlife, to obtain relief from the water requirements on the Lake in order for LADWP to continue to provide water to other uses in Inyo County. As a result of that discussion your Board asked staff to communicate with DWP to obtain more information prior to a letter being sent to State Lands Commission. Attached is a copy of the letter that was sent to DWP. At the writing of this Agenda Item the County has not received a response from DWP. This item will provide your Board to review once again the draft correspondence to the State Lands Commission and provide direction to staff on how you would like to proceed in this matter.

ALTERNATIVES: Staff awaits your Board's direction with regard to the letter.

OTHER AGENCY INVOLVEMENT: - LADWP, SLC, CDFW

FINANCING: None.

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

DEPARTMENT HEAD SIGNATURE: Robert L Lawrence Date: 5/28/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

KEVIN D. CARUNCHIO
County Administrative Officer

VOX: (760) 878-0292
FAX: (760) 878-0465
kcarunchio@inyocounty.us

COUNTY OF INYO

ADMINISTRATOR'S OFFICE
P. O. Drawer N
INDEPENDENCE, CALIFORNIA 93526

May 20, 2015

Marcie L. Edwards, General Manager
Los Angeles Department of Water and Power
Room 1555, 15th Floor
111 North Hope Street
Los Angeles, CA 90012

Subject: Owens Lake Water Use

Dear Ms. Edwards:

During the past month, the Inyo County Board of Supervisors has worked actively with the Owens Valley community to identify the highest and best ways to allocate the limited water resource that the City of Los Angeles has available this year to meet its various water obligations in Owens Valley. We recognize the recently unprecedented drought conditions facing California and the West have strained all aspects and responsibilities of the Los Angeles Department of Water and Power's water collection and conveyance system, and sincerely appreciate the role Department staff has assumed in our local dialogues. The County of Inyo is committed to working with LADWP to make the best use of its limited Owens Valley water resource.

In reviewing the water needs of the Owens Valley, the continued use of water to control dust emissions on Owens Lake stands out in contrast to the limited water being made available for other in-valley uses. While the County remains unequivocal in its position that dust emanating from Owens Lake must be controlled, it at the same time must question the need to use so much water to accomplish this requirement. This is particularly so in the midst of a record-setting drought when there are so many other needs for water that cannot be met by waterless alternatives. The County has a strong record of working with LADWP to support the sensible use of water on Owens Lake and, in this fourth year of draught, believes it is critical to continue working with the Department, regulators, and other stakeholders to examine water use on the

lake. Toward this end, the Board of Supervisors has asked me to contact you to request LADWP provide a description of the near and long-term opportunities it sees for additional water savings on Owens Lake, and what needs to happen and through which agencies to realize these savings. The Board of Supervisors would like to review the Department's proposed opportunities for water savings at its meeting on June 2, 2015, with the intent of considering lending its support for any measures that it determines appropriate and feasible. To accomplish this, I am hoping that, by May 28, 2015, LADWP can provide us a written outline of opportunities it sees to save additional water on Owens Lake, and the steps necessary to realize these savings.

I look forward to continuing to work with you and your staff on this other matters of mutual interest.

Sincerely,

Kevin D. Carunchio
County Administrator

Cc: Inyo County Board of Supervisors
Inyo County Water Department
Marty Adams
Richard Harasick
James Yanotta

As California enters a fourth year of drought, Owens Valley, like the rest of the State, expects and is bracing for this year to be far worse than the prior three in terms of water availability. Owens Valley is experiencing a severe shortfall in water available to meet legal obligations in Owens Valley and for export to Los Angeles. The Inyo County Board of Supervisors is working with the City of Los Angeles Department of Water and Power, other State and local agencies including the Great Basin Unified Air Pollution Control District, a multiplicity of stakeholders and the local community to identify ways in which very limited water resources can be apportioned this year to meet human, environmental and economic needs in the most practical and equitable manner this dire situation permits. We are writing to you because your agency has the ability to help us craft a sensible outcome

As the County, LADWP and other signatories to the 1997 MOU strive to agree on reductions in the use of water specified in that agreement, and the County of Inyo works with LADWP to reduce water obligations imposed by the Long-Term Water Agreement, the Inyo County Board of Supervisors is concerned that – as currently required and planned – the large amount of water use on Owens Lake to mitigate dust emissions could result in decreased availability of water for other beneficial uses and for LADWP to meet its senior and equally valid legal obligations in other areas of the Owens Valley.

The Board of Supervisors requests that your agency take temporary actions during this fourth year of drought to help facilitate reductions in water used on Owens Lake, while preserving wildlife habitat and controlling dust, and join our effort to ensure the City of Los Angeles has the flexibility to use the water that does exist in a manner that allows LADWP to comply with as many of its obligations as is possible in these drought conditions. Adhering to a rigid use of water on Owens Lake to the exclusion of other dust control measures is not necessary; is not in the environmental or economic interests of our community; and, seems completely irrational in the face of the water crisis confronting our State.

The Los Angeles Department of Water and Power is obligated to supply water to a number of uses in Owens Valley. In addition to dust control on Owens Lake, LADWP is required by Court stipulations and orders to supply water:

- to tribal lands;
- for irrigation and livestock on certain Los Angeles-owned lands that are leased to ranchers and farmers; and,
- for water-based mitigation projects related to the operation of the Los Angeles Aqueduct.

Presently, the largest of these aforementioned uses is the water for dust control on Owens Lake. In this fourth year of drought, water could be more equitably apportioned to all users if

DRAFT

available for uses on Owens Lake can be used to preserve the highest value wildlife habit while controlling dust emissions.

As part of its regular Tuesday meetings, the Board of Supervisors has been leading discussions with LADWP, MOU Parties, Owens Lake Master Project stakeholders, agricultural and other business representatives and the general public to discuss in-valley water use, and we again ask for your participation in these discussions. Similarly, we are available to travel to Sacramento to meet with you and your staff for discussions and agreements as necessary. To follow up on this request, please contact County Administrator, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us and Inyo County Water Director Bob Harrington at (760) 878-0003 or bharrington@inyoucounty.us.

Sincerely,

Matt Kingsley, Chairman
County of Inyo Board of Supervisors

Cc: Charlton H. Bonham, Director, Department of Fish and Wildlife
Mary D. Nichols, Board Chairman, California Air Resources Board
Colin Connor, State Lands Commission
Heidi Sickler, Department of Fish and Wildlife
Phil Kiddoo, Great Basin Unified Air Pollution Control District

DRAFT