

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

August 11, 2015

9:30 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 LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
6. **PUBLIC COMMENT**
7. **INTRODUCTION** – Audra Bursell, Office Technician in the Health and Human Services Department will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

8. **Information Services** – Request Board approve an increase to the Canon Financial Services agreement not to exceed amount for costs of photocopies from \$82,800 per year to \$219,000 for the remaining 30 months of the term of the Agreement (an increase of \$400 per month), contingent upon the Board's adoption of future budgets.

9. **Information Services** – Request approval of a blanket purchase order to Pitney Bowes Purchase Power for postage in the amount of \$69,000, contingent upon the Board' approval of a FY 2015-16 Budget.

AUDITOR-CONTROLLER

10. Request Board award and approve the Contract for audit services to Gallina LLP, in an amount not to exceed \$76,357; contingent upon the Board's adoption of future budgets as follows: \$24,950 for FY 13-14 and 14-15; \$25,499 for FY 15-16 and 16-17; and \$25,958 for FY 17-18 and 18-19.

HEALTH AND HUMAN SERVICES

11. **WIC Services** – Request approval of the Contract between the County of Inyo and the California Department of Public Health for the California Woman, Infants, and Children (WIC) Program, in an amount not to exceed \$1,457,944 for the period of October 1, 2015 through September 30, 2019, contingent upon the Board's adoption of future budgets; and authorize the Director of Health and Human Services to sign Agreement No. 15-10070 and the Contract Certification clauses (CCC-307).

PUBLIC WORKS

12. Request Board approve the five-year lease agreement between the County of Inyo and the City of Bishop, for 2,509 sq. feet of County office space located at 301 West Line Street, for the period of July 1, 2015 through June 30, 2020, at the yearly rates identified by staff, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
13. **Airports** – Request Board A) approve the Plans and Specifications for the Independence Airport Runway 14-32 Pavement Crack Repairs, Sealing and Marking Project (FAA AIP Project #03-06-01808-007-2015, Inyo County Project No. TR-15-027); B) authorize the Public Works Director to advertise for bids for the project; and C) authorize the Public Works Director to sign the FAA AIP Funding Grant Agreement for the project as identified by staff, and transmit a signed copy to the Clerk of the Board for the Board's files.
14. **Airports** – Request Board A) approve the Plans and Specifications for the Bishop Airport-Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project (FAA Project #03-06-0024-17-2015, Inyo County Project No. 15-026); B) authorize the Public Works Director to advertise for bids for the project; and C) authorize the Public Works Director to sign the FAA AIP Funding Agreement for the project as identified by staff and transmit a signed copy to the Clerk of the Board for the Board's files.

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

15. **TREASURER-TAX COLLECTOR** – Request approval of the Agreement between the County of Inyo and ParcelQuest for database information services and authorize the Treasurer to sign and transmit a signed copy to the Clerk of the Board for the Board's files.
16. **TREASURER-TAX COLLECTOR** – Request Board receive a presentation of the Quarterly Treasury Report and direct questions to the Treasurer.
17. **TREASURER-TAX COLLECTOR** – Request Board review and approve the recommended change to the Inyo County Investment Policy changing the Maturity Restrictions from 35% maximum maturity of over a year to a minimum of 40% of its total book value having a maturity of one year or less, as recommended by the Treasurer-Tax Collector and the County Treasury Oversight Committee.
18. **PUBLIC WORKS** – Request Board ratify the Public Works Department's expenditure of \$7,611.94 with Britt's Diesel and Automotive in excess of the \$30,000 approved for vehicle and equipment repair parts and tires in the 2014-15 Road Budget Unit 034600.

19. **HEALTH AND HUMAN SERVICES – Health Services** – Request Board ratify and approve the Agreement (No. 15-10423) between the County of Inyo and the California Department of Public Health for the provision of immunization services for the period of July 1, 2015 through June 30, 2017, in the amount of \$79,056, contingent upon the Board's adoption of future budgets; and authorize the Director of Health and Human Services to sign the Agreement and Certification Regarding Lobbying and transmit signed copies to the Clerk of the Board for the Board's files.
20. **HEALTH AND HUMAN SERVICES – HIV Services** – Request Board ratify and approve the Agreement between the County of Inyo and the California Department of Public Health, Office of AIDS, for AIDS Drug Assistance Program, for the period of July 2, 2015 through June 30, 2017, in the amount of \$4,000, contingent upon the Board's adoption of future budgets; and authorize the Director of Health and Human Services to sign, the Agreement, the Contractor Certification Clauses (CCC-307), the Darfur Contract Act Certification, and the Payee Data Record (STD 204) and transmit signed copies to the Clerk of the Board for the Board's files.
21. **HEALTH AND HUMAN SERVICES – ESAAA** – Request Board ratify and approve the Contract (No. AP-1516-16) between the County of Inyo and the State of California Department of Aging for regional services to seniors provided through the Eastern Sierra Area Agency on Aging (ESAAA) for the period of July 1, 2015 through June 30, 2016, in the amount of \$734,760, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chair person to sign the Agreement and the Contractor/Vendor Statement of Confidentiality and transmit signed copies to the Clerk of the Board for the Board's files
22. **HEALTH AND HUMAN SERVICES – Health Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for Health and Human Services Specialist position exists in the First 5 Budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an open recruitment may be required if no internal candidates are found; and C) approve the hiring of one Health and Human Services Specialist II at Range 53 (\$2,950 - \$3,587).
23. **HEALTH AND HUMAN SERVICES – Tobacco Program Services** – Request Board ratify and approve the Allocation Agreement (No. CTCP-13-14) between the County of Inyo and California Department of Public Health for the provision of the local Tobacco Control Program for the period of July 1, 2015 through June 30, 2016 in the amount of \$150,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Director of Health and Human Services to sign and transmit a signed copy to the Clerk of the Board for the Board's files.
24. **PLANNING** – Request Board review the U.S. Forest Services proposed Species of Conservation Concern in regards to the Inyo National Forest Plan Update/Review and authorize the Chairperson to sign correspondence in regards thereto.
25. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meeting of July 21, 2015.

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

CORRESPONDENCE – ACTION (To be considered at the Board's convenience)

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

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

27. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

28. **PUBLIC WORKS** – Notification of the cancellation of the Northern Inyo Airport Advisory Committee’s regular meeting of August 3, 2015.
29. **CALIFORNIA DEPARTMENT OF TRANSPORTATION** – Notice of Availability of the Draft Environmental Document for the Olancha/Cartago Four-Lane Project.
30. **MONARCH BUTTERFLY LAND SAVING SOCIETY** – Offer to donate supplies to feed gophers in the Death Valley area.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
8

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Increase of Not to Exceed Amount for Photocopies

DEPARTMENTAL RECOMMENDATION:

Request your Board approve an increase in the Canon Financial Services agreement not to exceed amount for costs of photocopies from \$82,800 per year to \$219,000 for the remaining 30 months of the term of the agreement...

SUMMARY DISCUSSION:

The County relies heavily on 39 photocopy machines throughout the organization to produce approximately 2,000,000 copies annually through daily work. In December 2013 the Board approved a lease with Canon Financial Services for photocopy machines.

ALTERNATIVES:

Your Board could choose not to approve this request in which case there are few options: A restriction on the number of photocopies being made could be put in place or the County could terminate the photocopy agreement in its entirety.

OTHER AGENCY INVOLVEMENT:

All County agencies/departments are affected.

FINANCING:

Funding for the estimated cost for FY2015-16 is included in the requested FY2015-16 Board Approved Budget [011801-5285]. Funding for obligations in future years will be requested in the Information Services budget for those years.

Table with 2 columns: Role (County Counsel, Auditor/Controller, Personnel Director) and Approval/Date. Includes handwritten signatures and dates.

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Handwritten signature of the Department Head

Date: 8/3/2015



**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 – Information Services

FOR THE BOARD MEETING OF: August 11, 2014

SUBJECT: Authorization to issue blanket purchase order for postage

DEPARTMENTAL RECOMMENDATION:

Request your Board A) Authorize the issuance of a blanket purchase order in the total amount of \$69,000 to Pitney Bowes Purchase Power from the Information Services Budget 011801, Object Code 5236 (Information Services Postage) contingent on Board approval of FY 2015-16 budget.

SUMMARY DISCUSSION:

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

Auditor's Office, Purchasing Department

FINANCING:

Funding for postage costs are requested in the FY 2015-16 Information Services 011801 budget, Object Code 5236 (Information Services Postage).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>8/3/2015</u> Date <u>[Signature]</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 8/3/2015



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

10

FROM: Auditor-Controller

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Request for Approval to Award Contract for Auditing Services for the Special Districts.

DEPARTMENTAL RECOMMENDATIONS: Request the Board of Supervisors approve the award of the contract to Gallina LLP to perform audit services in the amount of \$24,950.00 for the FY 13-14 & 14-15, \$25,449.00 for 15-16 & 16 -17, and \$25,958.00 for 17-18 & 18-19 (3 audits total for a total of \$76,357.00) contingent on Board approval of the 14-15 budget and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: California Government Code sections 26909 set forth requirements for auditing independent Special Districts financial records. The County of Inyo is responsible to ensure that a financial audit of the independent special districts is performed bi-annually and that the audit reports are delivered to the State Controller's office. This engagement is unique because Inyo County has a large number of extremely small special districts.

The County of Inyo -Office of the Auditor-Controller office facilitates the independent Special Districts audits by providing services such as gathering data, managing the contract, providing communications between the independent Special Districts and the CPA firm and generally overseeing the audit process, including guaranteeing payment for CPA services.

The goal of this consolidation is to reduce costs to the independent Special Districts, as many have extremely small budgets and cannot afford the typical cost of an audit. 28 bid packets were mailed to Auditing Firms throughout California with responses from two. Gallina LLP was the low-bidder.

ALTERNATIVES: The Board could choose to not award a contract for these services. This is not recommended as the audits are required to be performed by an independent auditor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed and approved the proposal and contract.

FINANCING: The costs of these services will be included in the fiscal year 2015-2016 Auditor-Controller Requested Budget under Professional Services 5265 and the Special Districts will be billed for services.

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.)

Juan Langley

Approved:

Date 7-2-15

AUDITOR/CONTROLLER

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

[Signature]

Approved: yes

Date 7/13/2015

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

[Signature]

Approved:

Date 7

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Amy Shepherd

Date: 7/14/15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
Gallina LLP

AND _____
Special District Audit

FOR THE PROVISION OF _____ **SERVICES**

TERM:
July 1, 2015 June 30, 2020
FROM: _____ **TO:** _____

SCOPE OF WORK:

See attached "Proposal to Provide Independent Auditing Services for County of Inyo Special Districts is incorporated into this agreement".
Auditing services will be provided to the following districts:

- Special District
- Big Pine Cemetery
- Big Pine Community Service District
- Big Pine Fire Protection District
- Darwin Community Service District
- East Independence Sanitary District
- Independence Cemetery District
- Independence Fire Protection District
- Keeler Community Service District
- Lone Pine Community Service District
- Lone Pine Fire Protection District
- Mt. Whitney Cemetery District
- Olancho Community Service District
- Pioneer Cemetery District
- Sierra Highlands Community Service District
- Southern Inyo Fire Protection District
- Sierra North CSD
- Starlite Community Service District
- Tecopa Cemetery District
- Inyo Mono Resource Conservation District

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
Gallina LLP

AND _____
Special District Audit

FOR THE PROVISION OF _____ SERVICES

TERM:

July 1, 2015

June 30, 2020

FROM: _____

TO: _____

SCHEDULE OF FEES:

\$24,950.00 for the FY 13-14 & 14-15

\$25,449.00 for FY 15-16 & 16-17

\$25,958.00 for FY 17-18 & 18-19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

11

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: August 11, 2015

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

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Woman, Infants, and Children (WIC) Contract, in an amount not to exceed \$1,457,944.00, for the period of October 1, 2015 through September 30, 2019, contingent upon Board's approval of future budgets; and authorize Jean Turner, Director of Health and Human Services to sign Standard Agreement No. 15-10070 and the Contractor Certification Clauses (CCC-307).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventive services.

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>Margaret Kemp-Williams</u> Date: <u>08/03/15</u>
AUDITOR/CONTROLLER: <u>yes</u>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>[Signature]</u> Date: <u>8/3/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner Date: 8.4.15

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

REGISTRATION NUMBER	AGREEMENT NUMBER 15-10070
---------------------	------------------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME (Also referred to as CDPH or the State)
 California Department of Public Health
 CONTRACTOR'S NAME (Also referred to as Contractor)
 County of Inyo
2. The term of this Agreement is: October 1, 2015 through September 30, 2019
3. The maximum amount of this Agreement is: \$ 1,457,944
 One Million Four Hundred Fifty Seven Thousand Nine Hundred Forty Four 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 - Scope of Work	17 pages
Attachment I, Local Agency Specific Services	9 pages
Attachment II, Semi-annual Report Sample	2 pages
Attachment III, RAE Sample	4 pages
Exhibit B - Budget Detail and Payment Provisions	4 pages
Attachment I, Budget	1 page
Attachment II, Detail Worksheet	2 pages
Attachment III, Facility Costs	1 pages
Attachment IV, Invoice Sample	2 pages
Attachment V, ULO Sample	1 page
Exhibit C * - General Terms and Conditions	GTC 610
Exhibit D (F) - Special Terms and Conditions for Federal Funded Service Contracts or Agreements and Grant Agreements	25 pages
Exhibit E - Additional Provisions	5 pages
Exhibit F - Contractor's Release Federal Funded Agreements	1 page
Exhibit G - Information Privacy and Security Requirements	9 pages

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

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

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

Exempt per:

Exhibit B, Attachment II
Detail Worksheet

Personnel Position Title	Exhibit A SOW #	Exhibit A Attachment I	Year 1 10/1/2015 - 9/30/2016			Year 2 10/1/2016 - 9/30/2017			Year 3 10/1/2017 - 9/30/2018			Year 4 10/1/2018 - 9/30/2019			Totals		
			Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	FTE	Budget	Percentage	FTE	Budget	Percentage	FTE	Budget	Percentage	FTE		Budget	Percentage
Office Technician III	13, 17, 18	0	43,716	53,136	0.05	2,482	56.12%	0.05	2,482	56.12%	0.05	2,482	56.12%	0.05	2,482	56.12%	9,928
WIC Program Manager/Registered Dietician (2)	1-22	1-9	56,772	60,000	0.90	65,883	56.12%	0.90	65,883	56.12%	0.90	65,883	56.12%	0.90	65,883	56.12%	263,932
WIC Nutrition Assistant (1) (2)	1-8	1-8	34,704	42,204	1.00	47,254	56.12%	1.00	47,254	56.12%	1.00	47,254	56.12%	1.00	47,254	56.12%	189,016
WIC Director	1-12	1-8	70,524	96,636	0.05	4,591	56.12%	0.05	4,591	56.12%	0.05	4,591	56.12%	0.05	4,591	56.12%	18,364
WIC Nutrition Assistant (1)	1-8	1-8	40,836	49,596	1.00	48,335	56.12%	1.00	48,335	56.12%	1.00	48,335	56.12%	1.00	48,335	56.12%	193,340
Office Technician II	13, 17, 18	0	39,676	48,444	0.10	4,807	56.12%	0.10	4,807	56.12%	0.10	4,807	56.12%	0.10	4,807	56.12%	19,228
Overtime (3)	0	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	693,808
Total Salaries and Wages						173,452			173,452			173,452			173,452		693,808
Fringe Benefits (4)						97,341	56.12%		97,341	56.12%		97,341	56.12%		97,341	56.12%	389,364
Total Personnel						270,793			270,793			270,793			270,793		1,083,172
Operating Expenses																	8,000
Minor Equipment (5)	17, 18	1-9	-	-	-	2,000		-	2,000		-	2,000		-	2,000		6,000
General Office Expenses	EMAT C, 17, 18	1-9	-	-	-	22,677		-	22,677		-	22,677		-	22,677		90,708
Training	7	1-9	-	-	-	1,620		-	1,620		-	1,620		-	1,620		7,280
Travel	8	1-9	-	-	-	8,180		-	8,180		-	8,180		-	8,180		32,720
Professional Certifications	4, 5	1-9	-	-	-	725		-	725		-	725		-	725		2,900
Outreach	5	1-9	-	-	-	1,000		-	1,000		-	1,000		-	1,000		4,000
Media/Promotion	5	1-9	-	-	-	1,100		-	1,100		-	1,100		-	1,100		4,400
Program Materials	6	1-9	-	-	-	3,000		-	3,000		-	3,000		-	3,000		12,000
Vehicle Maintenance (6)	8, 19	1-9	-	-	-	3,700		-	3,700		-	3,700		-	3,700		14,800
Audit	9, 10, 12-14	1-9	-	-	-	-		-	-		-	-		-	-		-
Facility Costs (See Exhibit B Attachment II for breakdown) (3)	11	1-9	-	-	-	19,704		-	19,704		-	19,704		-	19,704		78,816
Total Operating Expenses						63,906			63,906			63,906			63,906		255,624
Major Equipment (6)																	-
Telephone System	17	1-9	-	-	-	-		-	-		-	-		-	-		-
Information Technology Equipment	17, 18, 20, 21	1-9	-	-	-	-		-	-		-	-		-	-		-
Vehicle (6)	8, 17, 18, 19	1-9	-	-	-	-		-	-		-	-		-	-		-
Photocopy Equipment	8, 17, 18	1-9	-	-	-	-		-	-		-	-		-	-		-
Total Major Equipment																	-
Subcontracts (9)																	-
Total Subcontracts																	-
Total Indirect Costs																	-
% of Total Personnel Costs						11.00000%			11.00000%			11.00000%			11.00000%		119,148
% of Total Direct Costs						0.00000%			0.00000%			0.00000%			0.00000%		29,767
Total Costs						364,486			364,486			364,486			364,486		1,457,944

- 1 Bilingual - Positions that receive Bilingual pay will show a higher salary. Justification will be kept on file with the original contract.
- 2 Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.
- 3 Overtime - Is budgeted for up to a 3% increase for each year.
- 4 Fringe Benefits - Any fringe benefit Years 1-4 that exceeds 50% will need a written justification.
- 5 Minor Equipment - Desks, Computers, Chairs, Tables, Modular Furniture, Monitors and Printers- Refer to Exhibit D(F) Page 3, Paragraph 3
- 6 Vehicle Maintenance - maintenance over \$500 will need CDPH/WIC Division approval.
- 7 Facility Costs - Includes Rent, Janitorial, Security, Maintenance and Utilities
- 8 Major Equipment - Refer to Exhibit D(F) page 3, Paragraph 3 for instructions; Vehicle(s) will be used for Facility Site Visits, Conferences, Trainings, and Outreach.
- 9 Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.

Exhibit B, Attachment III Facility Costs

County of Inyo # 15-10070

Street Address, City, Zip Code	Type of Space (Clinic Site, Administrative Site, Training Center, Storage Area, satellite clinic site)	Total Square Feet	Year 1 Total Costs		Year 2 Total Costs		Year 3 Total Costs		Year 4 Total Costs		Total Facility Costs:	
			Total Cost of Site Per Month	Price Per Square Foot	Total Cost of Site Per Month	Price Per Square Foot	Total Cost of Site Per Month	Price Per Square Foot	Total Cost of Site Per Month	Price Per Square Foot		
508 West Line Street, Bishop, 93514	Clinic Site	2,000	1,567	0.78	15,604	0.78	1,567	0.78	15,604	0.78	15,604	18,804
138 Jackson Street, Lone Pine, CA 93545	satellite clinic site	6,698	-	-	-	-	-	-	-	-	-	-
207A West South Street, Bishop, CA 93514	Administrative site	2,500	75	0.03	900	0.03	75	0.03	900	0.03	900	900
155 East Market, Independence, CA 93526	clinic site	4,285	-	-	-	-	-	-	-	-	-	-
405 Hot Springs Road, Tecopa, CA 92386	satellite clinic site	1,140	-	-	-	-	-	-	-	-	-	-

Exhibit A
Scope of Work

1. Service Overview

- A. Contractor agrees to provide for the California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division (CDPH/WIC Division) the direct services at the local level described herein to operate the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) and to comply with all fiscal, administrative and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support and referrals to health care services.
- C. The purpose of this contract is to provide funds and expectations to support the delivery of services and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CFDA Program Title is Special Supplemental Nutrition Program for Women, Infants and Children.

2. Definitions

This list of definitions is for use with this Agreement.

- A. **Applicant** - An individual who has applied to participate in the WIC Program.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the United States Department of Agriculture's (USDA's) Loving Support® Model for a Successful Peer Counseling Program. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the local agency.

Exhibit A
Scope of Work

- D. **CDPH/WIC Division** means California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division - The Division within the California Department of Public Health that administers and oversees the WIC Program.
- E. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement.
- F. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency.
- G. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- H. **Designee** - A person who has been designated by the Contractor's WIC Director and is authorized to sign an invoice on behalf of the Contractor.
- I. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration funds and funding from another source.
- J. **EBT** means Electronic Benefit Transfer - An electronic system that allows the issuing of food benefits via a magnetically encoded payment card.
- K. **Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites (including fixed and satellite sites), Administrative Sites, Training Centers, Warehouses and Storage Areas.
- L. **FFY** means Federal Fiscal Year - October 1 through September 30.
- M. **FMNP** means Farmers' Market Nutrition Program - A Federally-funded and regulated program that provides resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from farmers' markets to WIC participants.

Exhibit A
Scope of Work

- N. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.
- O. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- P. **INEP** means Individual Nutrition Education Plan - An individualized plan developed for each WIC participant to follow during participation in the WIC Program.
- Q. **LAIS** means Local Agency Inventory System - The inventory system used by the WIC Program to track all equipment purchased with WIC funds.
- R. **LVL** means Local Vendor Liaison - Local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- S. **MIS** means Management Information System - The CDPH/WIC Division's centralized data processing system used to collect and store information concerning participant eligibility, enrollment, food benefit issuance and redemption for local agencies.
- T. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- U. **NSP** means Nutrition Services Plan - The NSP is a tool for the CDPH/WIC Division to use in planning overall WIC Program Nutrition Services. Components of the plan include 1) the review of the effectiveness of current and/or past services, 2) the consideration of the most urgent needs of WIC participants in California, and 3) the planning of activities at the CDPH/WIC Division that will focus on addressing WIC participants' needs in the coming two years.
- V. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide consultative services related to nutrition and other topics.
- W. **Nutrition Coordinator** - A designated CPA that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- X. **Participant** - An individual who meets all WIC Program eligibility criteria and is enrolled in the WIC Program and receives nutrition benefits.

Exhibit A ✓
Scope of Work

- Y. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.
- Z. **QAP** means Quality Assurance Plan - A general description of the methodology used to evaluate individual staff performances and areas of program management and operations to include at a minimum certification, nutrition education, breastfeeding promotion and support, provision of referrals and food instrument integrity and distribution.
- AA. **RAE** means Report of Actual Expenditure - The Contractor's year-end financial report.
- BB. **Semi-Annual Report** - The report that is submitted by the Contractor to the CDPH/WIC Division regarding program operations. The first report will cover October 1 through March 31 and is due on April 30 of each FFY of the contract period. The second report will cover April 1 through September 30 and is due on October 31 of each FFY of the contract period.
- CC. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- DD. **ULO** means Unliquidated Obligations - Unpaid WIC Program financial commitments within a budget period.
- EE. **USDA** means United States Department of Agriculture - the Federal agency that funds and implements the WIC Program throughout the United States.
- FF. **WIC Clinic Sites** - A site that is solely designated for WIC services. This includes fixed clinic sites and satellite clinic sites.
- GG. **WIC Clinic Sites (Fixed)** - A site that is solely designated for WIC services (e.g., a room or suite of rooms in a health center or business mall).
- HH. **WIC Clinic Sites (Satellite)** - A site that is not designated solely for WIC services, such as a community center, church, or library. Staff must set up and take down equipment (e.g., laptops and printers).
- II. **WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Program operations.

Exhibit A
Scope of Work

- JJ. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.
- KK. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- LL. **WPPM** means the WIC Policy and Procedure Manual.

3. Service Location

- A. The services shall be provided at authorized WIC clinic sites within Contractor's service area, as listed in Exhibit B, Attachment III of this Agreement. Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.
- B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of Inyo County.

4. Service Hours

- A. The services shall be provided during the Contractor's normal business hours in addition to extended hours of operation to accommodate the needs of working and student applicants/participants.
- B. When business hours of operation change for WIC clinic sites as listed on Exhibit B, Attachment III, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the WIC clinic site listing is updated and the changes are reflected on the CDPH/WIC Division website.

Exhibit A
Scope of Work

5. Project Representatives

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

California Department of Public Health	County of Inyo Department of Health and Human Services
Lisa Widmark Contract Manager	Jean Turner Director, Inyo Department of Health and Human Services
Telephone: (916) 928-8527 Fax: (916) 263-3314 E-mail: Lisa.Widmark@cdph.ca.gov	Telephone: (760) 873-3305 Fax: (760) 873-6505 E-mail: jturner@inyocounty.us

B. Direct all inquiries to:

California Department of Public Health	County of Inyo Department of Health and Human Services
CDPH/WIC Division Attention: Lisa Widmark Local Operations Section 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8527 Fax: (916) 263-3314 E-mail: Lisa.Widmark@cdph.ca.gov	County of Inyo Department of Health and Human Services Attention: Anna Scott Health and Human Services Deputy Director- Public Health and Prevention 207 A. W. South St. Bishop, CA 93514 Telephone: (760) 873-7868 Fax: (760) 873-7800 E-mail: ascott@inyocounty.us

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

6. Contractor Responsibilities

A. Administrative Contract Requirements

1) Caseload Management and Performance Standard

a) The Contractor is provided a participant annual caseload for the term of this Agreement. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

<u>Budget Period</u>	<u>Caseload</u>
1. 10/1/15 – 9/30/16	400
2. 10/1/16 – 9/30/17	410
3. 10/1/17 – 9/30/18	410
4. 10/1/18 – 9/30/19	410

Exhibit A
Scope of Work

- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's authorized caseload and associated funding through a formal contract amendment.

2) Quality Assurance Plan

The Contractor shall continue to maintain an internal Quality Assurance Plan and continuously review and evaluate the program services provided.

3) Program Monitoring

The CDPH/WIC Division shall conduct an on-site visit to ensure that the Contractor's program operations and fiscal management procedures are in compliance. On-site monitoring visits shall be performed at least once every two (2) years. The Contractor shall comply with all requirements of the program monitoring process.

4) Staffing Standards

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment II.
- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative and clinical duties relating to certification, referral, outreach, education, planning and supervisory functions. Contractor may employ WNA's, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.
- c) The Contractor shall employ RDs for activities that support participant nutrition needs and oversee the development, implementation, and evaluation of the nutrition services plan, the quality assurance plan and nutrition related education, assessments, and nutrition related activities. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.
- d) The Contractor shall ensure there are adequate and qualified personnel to perform administrative and clinical duties relating to certification, referral, outreach, education, planning, and supervisory functions.
- e) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the principle liaison to the CDPH/WIC

Exhibit A
Scope of Work

Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all fiscal, administrative, and operational requirements and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to their CDPH/WIC Division Contract Manager explaining how they will meet the fiscal, administrative, and operational requirements and services to be performed in accordance with Exhibit A, Attachment I.

f) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the WIC Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

g) Breastfeeding Coordinator

The Contractor shall designate a CPA to serve in the role of the WIC Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide breastfeeding services to participants in accordance with Exhibit A, Attachment I.

h) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point of contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

i) **Dietetic Career Development Coordinator (Only applies to contract with San Diego State University Research Foundation.)**

The Contractor shall designate one or more staff to serve in the role of the Dietetic Career Development Coordinator to be the point of contact to the CDPH/WIC Division and provide the following services:

1. Provide technical assistance to the five (5) WIC-based dietetic internships and WIC staff interested in becoming a dietitian.
2. Provide outreach services related to dietetic internships to various state and national organizations.
3. Provide written and verbal communication updates regarding meeting performance outcomes to the CDPH/WIC Division.
4. Ensure that dietetic internships comply with Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and

Exhibit A
Scope of Work

Dietetics (ACEND). This includes the requirements to have a full-time internship program director and for dietetic internships to provide at least 1200 hours of supervised practice to meet defined competencies by ACEND.

5. Work with dietetic interns to complete the mandatory review process to pass the Registered Dietitian (RD) exam. Funding of project is contingent on meeting performance outcome standards.

- j) **Dietetic Intern Program (Only applies to contracts with Clinica Sierra Vista, Northeast Valley, PHFE, San Diego State University Research Foundation and United Health Centers of the San Joaquin Valley.)**

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

5) Professional Certifications

The Contractor shall ensure professional staff listed in Exhibit A, Paragraph 6.A.4) above, and identified on Exhibit B, Attachment II maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant subscriptions or memberships to businesses, and professional and technical periodicals or organizations.

6) Program Materials

The Contractor shall utilize CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. Prior to purchasing, using, or developing other materials, the Contractor shall request and receive approval from the CDPH/WIC Division.

Exhibit A
Scope of Work

7) Staff Training Requirements

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.
- b) The Contractor shall provide mandatory training on Civil Rights, Alcohol and Drug Abuse, National Voter Registration Act, and Code of Conduct training once every 12 months to all staff. Newly hired staff shall have the mandatory training within three (3) months of employment, and subsequently, once every 12 months.
- c) The Contractor is responsible for assessing staff and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at remote WIC clinic sites; and provide community outreach activities.

9) Data Collection

Data collection and management information systems required by the CDPH/WIC Division shall be utilized to address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection and/or management information system provided by the CDPH/WIC Division.

10) Program Reporting Requirements

- a) The Contractor shall complete and submit a Semi-annual Report on program operations.

Exhibit A
Scope of Work

- The first report will cover October 1 through March 31 and is due on April 30 of the each budget period of the contract.
- The second report will cover April 1 through September 30 and is due on October 31 of each budget period of the contract.
- The Semi-annual Report will include updates regarding the services outlined in Exhibit A, Attachment I. Refer to Exhibit A, Attachment II, Semi-annual Report Sample.

b) The Contractor shall complete, submit, and update a NSP every two years that is consistent with the CDPH/WIC Division nutrition education goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Clinic Site Changes

- a) The Contractor shall keep open and continue services at the approved WIC clinic sites under this Agreement as approved and listed in Exhibit B, Attachment III.
- b) The Contractor may not create temporary sites, and/or outreach, enrollment, or education sites without written approval from the CDPH/WIC Division.
- c) The Contractor must receive written approval from CDPH/WIC Division prior to entering into any contractual agreement for new WIC clinic sites.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a site that is not approved by CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) If the opening or closure of WIC clinic sites will result in a caseload increase or decrease, appropriate funding changes will be made through a formal contract amendment.
- f) Based on unmet need data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC clinic sites need to be opened to serve an unmet need in a specific service area. If so determined, the CDPH/WIC Division will first work with existing contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential contractors to open additional sites based on CDPH/WIC service site location needs. If CDPH/WIC Division determines that a site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the site, address participant access needs, and amend the contract accordingly.

Exhibit A
Scope of Work

- g) The Contractor shall obtain CDPH/WIC Division written approval prior to relocating or closing an existing WIC clinic site. The Contractor shall submit a justification package to their CDPH/WIC Division Contract Manager.
- h) The CDPH/WIC Division will base their decision on reviewing the Contractor's justification, as well as using state-derived data reports and/or other verifiable data sets that demonstrate unmet need among eligible WIC populations. Other evaluation criteria may be considered at the discretion of the CDPH/WIC Division.

12) Time Reporting Requirement

The Contractor shall make available all time studies upon request of the CDPH/WIC Division.

- a) **Time Studies**
The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week a month or one (1) month per quarter. All staff providing WIC services, directly and indirectly are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories: 1) general administration, 2) client services, 3) nutrition education, and 4) breastfeeding.
- b) The Time Studies shall be reported in accordance with Paragraph 13) below as part of the Report of Actual Expenditure (RAE) process.
- c) **Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)**
The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties as outlined in Exhibit A, Attachment I, Task 7.
- d) **Continuous Time Reporting - Breastfeeding Peer Counseling (if applicable)**
The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 8.

13) Report of Actual Expenditure Requirement

- a) The Contractor shall submit, no later than December 15th, following the end of each FFY of this Agreement, a Report of Actual Expenditures (RAE) packet (Refer to Exhibit A, Attachment III, RAE Sample). The RAE packet must be submitted to the CDPH/WIC Division in physical and electronic form, and must include:

Exhibit A
Scope of Work

1. A copy of the final undisputed invoice for the FFY. The RAE packet cannot be completed until the final invoice for the FFY has been approved and all obligations have been liquidated.
2. An Expenditure Worksheet;
3. A RAE NSA Operating Expenses Worksheet;
4. An Agency Time Sheet Summary; and,
5. A RAE Worksheet.

- b) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth (1/6) (approximately 18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth (1/6) (approximately 18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2:

15) Breastfeeding Promotion and Support Minimum Expenditure

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA minimum expenditure requirement published each year around October. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$2,500 in accordance with requirements specified in Exhibit D(F), Provision 5.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

Exhibit A
Scope of Work

17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any procurement purchase exceeding \$2,500 in accordance with requirements specified in Exhibit D(F), Provision 3.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D (F), Provision 4.

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed in Exhibit A, Paragraph 6.A.8) and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D(F), Paragraph 4.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows: Legal Owner is the California Department of Public Health; Registered Owner is the Contractor's Legal Name.
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph 3.B.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance over \$500; the Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and Technical Support Services

- a) The Contractor shall secure local information technology support services and infrastructure to maintain an appropriate network.

Exhibit A
Scope of Work

- b) The Contractor is responsible for the implementation and ongoing support of its wide area network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, hardware, and security on the local side of the network.
- c) The Contractor must have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
- d) The Contractor shall secure local information technology support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment;
 - 2. Allow workstations and other WIC devices to communicate via TCP/IP through the CDPH/WIC Division router to access WIC resources in the CDPH/WIC Division network; and
 - 3. Allow printers and other WIC devices to be able to receive TCP/IP communication through the CDPH/WIC Division router from resources within the CDPH/WIC Division network. Allow video conferencing equipment to be able to communicate with CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.
- e) The Contractor shall support implementation and maintenance of WIC technology activities:
 - 1. Implement infrastructure and devices needed to perform WIC Program business; and
 - 2. Maintain workstations, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
- f) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
 - 1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed; and
 - 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or in the State network.
- g) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
 - 1. Install, maintain, and configure the operation systems, device drivers, and applications software used by the Contractor's staff for performing WIC Program operations; and

Exhibit A
Scope of Work

2. If software or hardware is not performing as expected, contact the manufacturer for resolution.
- h) The Contractor shall ensure proper security of local network systems and WIC data:
1. Ensure that the devices in the local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network; and
 2. When data traverses wireless networks and/or the internet, communications shall be protected with a minimum of 128 bit encryption through an encryption network.
- i) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, video conferencing, implementation of a new management information system, and implementation of an electronic benefit transfer system. The Contractor shall support the implementation of State information technology projects by following the instructions provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

22) Emergency and Disaster Planning

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to schedule enrollment appointments and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Regional Training Centers (Only applies to contracts with Alameda County, American Red Cross, Community Resource Project, Planned Parenthood of Orange and San Bernardino Counties, Riverside County, Shasta County and United Health Centers of the San Joaquin Valley.)

Exhibit A
Scope of Work

The Contractor shall provide a Regional Training Center for use by local agency trainers and/or the CDPH/WIC Division trainers to conduct breastfeeding trainings, breastfeeding peer counseling trainings, and various local agency training and vendor training provided to local agency staff. The Contractor shall maintain a training room facility; site logistics including tables and chairs; and appropriate equipment such as computers, CDPH/WIC Division authorized management information system, copiers, screens, and other training equipment and internet access necessary for trainings.

B. Local Agency Specific Services

Please see Exhibit A, Attachment I, Local Agency Specific Services, Services to be performed.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide WIC Program benefits.

Activities to Support the Objective

Function 1: Assess that applicants meet eligibility criteria: 1) categorical, 2) residential, 3) financial and 4) nutritional risk. If applicants meet these four criteria, enroll eligible applicants and document ineligibles.

Function 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information.

Function 3: Provide and document health and social service referrals as appropriate.

Function 4: Accurately prescribe food benefits based on category preferences and individual nutritional need.

Function 5: Document an individual nutrition education plan (INEP) in the CDPH/WIC Division authorized management information system.

Deliverables

- A. Eligible participants are enrolled and receiving appropriate WIC benefits.
- B. Nutrition assessments are completed on all eligible WIC participants.
- C. Food benefits are prescribed accurately to all WIC participants.
- D. Appropriate referrals are provided to all WIC participants.
- E. All information on enrolled applicants is accurately documented in the CDPH/WIC Division authorized management information system. Each participant shall have an INEP which includes a goal and appropriate secondary education follow up plan.
- F. Ineligible applicants receive Notice of Ineligibility, and referrals if appropriate.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide nutrition education to all WIC participants.

Activities to Support the Objective

Function 1: Provide and document appropriate, evidenced-based, participant-centered education that is based on nutritional risk and participant concerns.

Function 2: Provide and document the minimum number of required nutrition education contacts per the participant's category and certification period.

Function 3: Provide high risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high risk criteria based on the participant's nutrition assessment.

Function 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, 5.A.6).

Deliverables

- A. Participants have appropriate initial and secondary nutrition education provided, based on the INEP and subsequent assessments.
- B. Document all participant nutrition education information in the CDPH/WIC Division authorized management information system.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 3: Food Benefits and Issuance

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using the CDPH/WIC Division authorized management information system.

Activities to Support the Objective

Function 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.

Function 2: Maintain and adhere to procedures for ensuring food benefits security, including the safe and secure transportation, receiving, handling and storage of all check stock, food benefits, laptops and portable printers.

Function 3: Maintain and adhere to procedures for fraud prevention including separation of duties.

Deliverables

- A. Food benefits are accurately issued.
- B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.
- C. The handling procedures for check stock, food benefits, laptops, and portable printers meet program security standards.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective

Function 1: Contractor shall promote breastfeeding to all pregnant and postpartum women unless medically contraindicated.

Function 2: Provide and document evidenced-based, participant-centered breastfeeding education that enables women to make an informed decision regarding infant feeding.

Function 3: Refer participants to the peer counseling program or lactation specialist, as requested by the participant or recommended by the CPA.

Function 4: Make breast pumps and kits available to postpartum women.

Deliverables

- A. Participants are provided accurate breastfeeding information.
- B. Document all participant breastfeeding education information in the CDPH/WIC Division authorized management information system.
- C. Document breast pump issuance and the reasons for issuance in the CDPH/WIC Division authorized management information system.
- D. Maintain an accurate inventory of breast pumps.
- E. Maintain all breast pumps in a clean and working condition.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 5: Outreach

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective

Function 1: Provide WIC Program information to and coordinate with health and social service organizations to encourage referrals to the WIC Program.

Function 2. Annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and local agency contact information.

Deliverables

- A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.
- B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, 5.A.6).
- C. Include outreach activities in the Semi-annual Report.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 6: WIC Vendor Technical Assistance and Support

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide technical assistance to WIC authorized vendors.

Activities to Support the Objective

Function 1: Coordinate and conduct annual in-service training to WIC local agency staff on Code of Conduct, which includes Conflict of Interest and Confidentiality.

Function 2: Conduct and document quarterly Technical Assistance (TA) visits, serving as a resource to existing WIC authorized vendors both during the TA visit and upon request in between onsite visits.

Function 3: Attend CDPH/WIC Division conducted LVL training as directed.

Function 4: Attend CDPH/WIC Division conducted vendor training at least once within the period of the contract.

Function 5: Participate in and document vendor-related projects on an as needed basis.

Deliverables

- A. Ensure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's local agency staff review and sign the Conflict of Interest Statement.
- C. Meet a minimum 90 percent performance standard of TA visits completed for each assigned vendor for each quarter of a Federal Fiscal Year, which begins October 1.
- D. Document results of every TA visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.
- E. Provide WIC Program Information and referrals to vendors, upon request.
- F. Conduct onsite preauthorization visits (OPV) on an as needed basis.
- G. Document results of vendor-related project outcomes and submit to the CDPH/WIC Division as required.
- H. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.
- I. Include LVL activities in the Semi-annual Report.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 7: Farmers' Market Nutrition Program

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using the CDPH/WIC Division authorized management information system; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance.

Activities to Support the Objective

Function 1: Issue WIC FMNP benefits to eligible participants based on established distribution protocol.

Function 2: Provide nutrition education to FMNP benefit recipients and document in the CDPH/WIC Division authorized management information system.

Function 3: Provide instruction and information to FMNP recipients on the proper use of the benefit and locations where it may be used.

Function 4: Designate an FMNP Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Function 5: Provide guidance and technical assistance to farmers and market managers on program requirements.

Function 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP benefits assigned to the WIC local agency by CDPH/WIC Division.

Deliverables

- A. Prior to season start up, the Contractor shall submit an FMNP Season Start Up Package that includes the following components:
 1. Name and contact information of the WIC local agency's FMNP Coordinator;
 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
 3. A printed list of local WIC-authorized markets informing FMNP recipients of where to use FMNP benefits;
 4. Instructional guidance for recipients on how to use FMNP benefits;
 5. Plan for providing in-service training to WIC local agency staff on FMNP procedures; and
 6. Activities planned with local farmer's markets and market associations to promote program benefits and participation.
- B. Contractor shall document nutrition education contacts in the CDPH/WIC Division authorized management information system for all FMNP benefit recipients.
- C. Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
- D. Contractor shall submit by February 15 a completed FMNP Year End Report reconciling the disposition (issued, lost, damaged, etc.) of all FMNP benefits assigned to the WIC local agency in the previous year.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 8: Breastfeeding Peer Counseling Program – N/A Not Applicable – Not part of this contract, content intentionally omitted

Objective: The WIC Breastfeeding Peer Counseling (BFPC) Contractors shall perform all the work required to administer and provide mother to mother breastfeeding support services to WIC mothers following the Loving Support guidelines for peer counseling services.

Activities to Support the Objective

Function 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.

Function 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.

Function 3: Provide regular supervision and monitoring of peer counselors.

Function 4: Prepare and submit activities and information regarding the BFPC Program as part of the required Semi-annual Report.

Deliverables

- A. A process for referring participants who would most benefit from mother to mother breastfeeding support to the Peer Counseling program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high risk issues outside of their scope of practice to the WIC designated breastfeeding expert.
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC designated breastfeeding expert, are documented in the program database.
- D. Include BFPC information and activities in the Semi-annual Report.
- E. Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 9: Regional Breastfeeding Liaison Program – N/A Not Applicable – Not part of this contract, content intentionally omitted

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotion. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective

Function 1: The RBL will serve as a breastfeeding subject matter expert and WIC liaison to promote WIC Program services and resources within their community or region by establishing/fostering relationships with community stakeholders who reach WIC-eligible participants and enhance continuity of care. (e.g., MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, community-based organizations, public health departments, health clinics, hospitals, businesses, etc.).

Function 2: The RBL will work with health care providers to improve their understanding of WIC's role as a breastfeeding resource and to increase referrals.

Deliverables

- A. Contractor shall develop an RBL Plan of Action.
- B. Include RBL Program information and activities in the Semi-annual Report.
- C. Contractor shall adhere to all fiscal procedures required for NSA restricted funds and keep continuous time reports for all staff performing RBL-related duties.
- D. RBL shall provide activity updates to Regional WIC Directors each quarter or as requested by the CDPH/WIC Division.
- E. RBL shall participate in meetings, conferences, webinars and conference calls as requested by the CDPH/WIC Division.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

California Department of Public Health
WIC Division
Attention: Local Operations Section
3901 Lennane Drive
Sacramento, CA 95834

- C. Contractor shall request reimbursement on an invoice form provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices not submitted on this form (Exhibit B, Attachment IV – Invoice Sample) shall be returned unpaid.
- D. Contractor shall continuously submit completed invoice packets including:
1. A completed invoice;
 2. A Nutrition Services Administration (NSA) operating worksheet for the corresponding billing period;
 3. A NSA operating expenses summary (to date).
- E. The invoice shall be signed by the Contractor's invoice preparer, WIC Director, and the Agency Director (or designee). If a designee signs an invoice for the Agency Director, a letter signed by the Agency Director shall be on file to identify and authorize the designee. The designee shall not be the preparer of the invoice.
- F. The CDPH/WIC Division reserves the right to deny, disallow, claim, cut, withhold, or recover payments or charges for noncompliance for any outstanding invoice. Upon receipt of the invoice, the CDPH/WIC Division will review the invoice within 5 working days. If payment of an invoice is denied, the unpaid invoice with an invoice dispute notice will be returned to the Contractor. The Contractor will correct the invoice and return to the CDPH/WIC division within 5 working days.
- G. Submission of Final Invoice
- 1) If applicable, the Contractor shall submit a complete and accurate list of unliquidated obligations (ULO) following the end of each FFY by November

Exhibit B
Budget Detail and Payment Provisions

15th. (Refer to Exhibit B, Attachment V – ULO Sample). All obligations must be liquidated no later than December 1st with submission of the final invoice.

- 2) The Contractor shall submit, no later than December 1st following the end of each FFY of this Agreement, a final invoice. The final invoice of each FFY shall be clearly marked "Final," indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for that FFY. If a final invoice for the FFY is not received by December 1st, the last invoice received from the Contractor for that FFY shall be considered the final invoice even if not marked with the words "Final Invoice." The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice submitted after December 1st if the Contractor fails to obtain prior written CDPH/WIC Division approval of an alternative final invoice submission deadline.
- 3) The Contractor shall submit a "Contractor's Release (Exhibit F)" with the final invoice of the last FFY of this Agreement.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:
 - 1) \$364,486 for the budget period of 10/01/2015 through 09/30/2016
 - 2) \$364,486 for the budget period of 10/01/2016 through 09/30/2017
 - 3) \$364,486 for the budget period of 10/01/2017 through 09/30/2018
 - 4) \$364,486 for the budget period of 10/01/2018 through 09/30/2019

Exhibit B
Budget Detail and Payment Provisions

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

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the reimbursement rates currently in effect as established by the California Department of Human Resources (CalHR) at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Refer to Exhibit D(F), Provision 2, Travel and Per Diem Reimbursement.

6. Expense Allowability / Fiscal Documentation

- A. Invoices received from the Contractor for payment by the CDPH/WIC Division shall not be deemed evidence of allowable Agreement costs.
- B. The Contractor shall retain for review and audit by the CDPH/WIC Division adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to Generally Accepted Accounting Principles (GAAP), all questionable costs may be disallowed and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- E. The Contractor shall maintain and have available for review and audit, all accounting records with source documentation of actual expenditures for each fiscal year covered by the term of this Agreement. These documents must be retained for three (3) years following the date of final payment under this Agreement. The CDPH/WIC Division may periodically request documentation for expenditures to verify that the cost is allowable and necessary.
- F. Travel is a reimbursable expense; receipts must be maintained to support the claimed expenditures.

7. Recovery of Overpayments

- A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:

Exhibit B
Budget Detail and Payment Provisions

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

**Exhibit B, Attachment I
Budget**

	Year 1		Year 2		Year 3		Year 4		Totals
	10/1/2015 - 9/30/2016	Budget	10/1/2016 - 9/30/2017	Budget	10/1/2017 - 9/30/2018	Budget	10/1/2018 - 9/30/2019	Budget	
Personnel									
Total Salaries and Wages	173,452	173,452	173,452	173,452	173,452	173,452	173,452	173,452	693,808
Fringe Benefits	97,341	97,341	97,341	97,341	97,341	97,341	97,341	97,341	389,364
Personnel	270,793	270,793	270,793	270,793	270,793	270,793	270,793	270,793	1,083,172
Operating Expenses									
Minor Equipment	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	8,000
General Office Expenses	22,677	22,677	22,677	22,677	22,677	22,677	22,677	22,677	90,708
Training	1,820	1,820	1,820	1,820	1,820	1,820	1,820	1,820	7,280
Travel	8,180	8,180	8,180	8,180	8,180	8,180	8,180	8,180	32,720
Professional Certifications	725	725	725	725	725	725	725	725	2,900
Outreach	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	4,000
Media/Promotion	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	4,400
Program Materials	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	12,000
Vehicle Maintenance	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	14,800
Audit	-	-	-	-	-	-	-	-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	19,704	19,704	19,704	19,704	19,704	19,704	19,704	19,704	78,816
Operating Expenses	63,906	63,906	63,906	63,906	63,906	63,906	63,906	63,906	255,624
Major Equipment									
Telephone System	-	-	-	-	-	-	-	-	-
Information Technology Equipment	-	-	-	-	-	-	-	-	-
Vehicle (s)	-	-	-	-	-	-	-	-	-
Photocopy Equipment	-	-	-	-	-	-	-	-	-
Major Equipment									
Subcontracts									
Subcontracts									
Totals									
Indirect Costs									
Indirect Costs	29,787	29,787	29,787	29,787	29,787	29,787	29,787	29,787	119,148
TOTAL COSTS	364,486	364,486	364,486	364,486	364,486	364,486	364,486	364,486	1,457,914



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 12

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Facility Lease/301 West Line Street

DEPARTMENTAL RECOMMENDATIONS:

- Approve a five-year lease agreement from July 1, 2015 through June 30, 2020 with the City of Bishop in an amount not to exceed the following Payment Schedule based on square footage:
 - July 1, 2015 – June 30, 2016 \$1.18 per square foot x 2509 square feet = \$2,960.62/month*
 - July 1, 2016 – June 30, 2017 \$1.22 per square foot x 2509 square feet = \$3,049.44/month*
 - July 1, 2017 – June 30, 2018 \$1.26 per square foot x 2509 square feet = \$3,140.92/month*
 - July 1, 2018 – June 30, 2019 \$1.29 per square foot x 2509 square feet = \$3,235.15/month*
 - July 1, 2019 – June 30, 2020 \$1.33 per square foot x 2509 square feet = \$3,332.20/month*

for County Offices located at 301 West Line Street in Bishop, contingent upon obtaining the appropriate signatures contingent upon the Board's ability to fund the lease in adopting to 2015/2016 budget.

- Authorize the Chairman of the Board to sign the agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The current Lease Agreement for the Clark Wing, located at 301 West Line Street in Bishop, and owned by the City of Bishop has been extended to the maximum time allowable under the lease. The existing lease is for 3393 square feet, including 857 square feet of common area and at a cost of \$3,800.16 which is currently occupied by the Sheriff. The new lease is for different space with a rate of \$1.18 per square foot and excludes 884 square feet that was vacated by the County. The new lease term is an inclusive lease (* includes water, sewer, electricity and propane in the base rent amount), except for janitorial.

ALTERNATIVES:

The Board could choose to direct the Public Works Department to find another facility in the Bishop area to accommodate our needs for office space. This is not recommended, since the location is where the sheriff desires, the lease rate is within fair market value and it would be difficult to find another location to relocate before the current lease expires.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the Lease Agreement.
Auditor's Office.

FINANCING:

Monthly lease payment will be provided through the Building and Maintenance of Grounds Department, Budget Unit 011100, Object Code 5291 Rents and Leases.

Page 2

Agenda Request Form
Board meeting of August 11, 2015
Subject: Facility Lease/301 West Line Street

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.)	Approved: <u>Margaret Kemp-Williams</u> <u>Yes</u> Date <u>✓</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>[Signature]</u> <u>yes</u> Date <u>8/3/2015</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>N/A</u> Date <u></u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 8/3/15
(Not to be signed until all approvals are received)

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 1, 2015, by and between the CITY OF BISHOP, hereinafter referred to as "LESSOR", and and INYO COUNTY, hereinafter referred to as "LESSEE".

6/5/2015

WITNESSETH

I

RECITALS

1.01 The Lessor is the owner of that certain real property in the City of Bishop, County of Inyo, State of California, known as the Clark Wing of the Bishop City Hall Building, in which building is office space of approximately 2509 square feet, which includes approximately 857 square feet of common area which is the amount of square feet appurtenant to the leased premises utilized as restrooms and hallways. A plot plan is attached hereto, marked Exhibit "A", and made a part hereof, which plot plan more particularly describes said space.

1.02 It is the mutual desire, intent and purpose of the parties hereto that the Lessor lease and let said premises to the Lessee for the term, at the rental, and subject to the provisions and conditions hereinafter set forth.

II
LEASE

2.01 Term. Lessor, in consideration of the rents, covenants and agreements hereinafter contained and set forth to be promptly paid, kept and performed by the Lessee, and upon the condition that each and all of said covenants and space more particularly described in Section 1.01 hereof, for a term of five (5) years, commencing as of the first day of July 2015, and terminating at midnight on the 30th day of June, 2020, at and for the rental hereinafter provided to be paid by the Lessee. At the end of the term period, Lessor and Lessee may mutually agree, in writing, to renew the lease for up to one term period of five additional years.

2.02 Termination. Lessor or Lessee may terminate this lease for any reason so long as written notice is provided to the other party with 90 calendar days notice.

2.03 Rental.

(a) As rental for the use and occupancy of said premises during the term hereof, Lessee promise and agree to pay unto the Lessor a sum determined by the Fee Schedule attached hereto as Exhibit "B" which is made a part hereof.

2.04 Lessee Covenants. The Lessee do hereby hire, lease and take of and from the Lessor the said premises for the said term and at the said rental, and do hereby covenant and agree with Lessor as follows:

(a) Payment of Rent. That Lessee will pay the rent reserved to the Lessor at the place designated by the Lessor at the time and in the manner provided as aforesaid for the payment thereof, without deduction or delay.

(b) Default. Should the Lessee be in default in the performance of any condition, covenant or agreement herein contained, or should it abandon or vacate said premises, besides other remedies or rights the Lessor may have, it shall be optional with the Lessor, after giving said thirty-day written notice of default, to relet said premises or any portion thereof for such rent and upon such terms as the Lessor may deem fit and proper, and if a sufficient sum shall not be thus realized after paying the expenses of such reletting, Lessee agree to satisfy and pay the deficiencies, and to pay the expenses of such reletting, including any and all attorneys' fees, costs and expenses incurred or necessary in connection therewith. For purposes of this section, "sufficient sum" shall mean an amount equal to the sum total of all of Lessee lease payments for the unexpired balance of the lease term, plus Lessor expenses of reletting the premises, including any and all attorney's fees, costs, and expenses incurred by Lessor in connection therewith.

All remedies herein and hereby given the Lessor shall be cumulative and in addition to any other legal and equitable rights which the Lessor may have by law or otherwise.

(c) No use shall be made of said premises other than the contemplated use as an office space, nor shall any action be taken which shall increase the hazard thereof, for insurance or other purposes.

(d) Waste. Lessee will not commit, nor suffer to be committed, any waste upon the said premises.

(e) Repairs. Lessee will, at their sole cost and expense, and without expense to the Lessor, keep and maintain the demised premises and every part thereof, except the roof, the exterior walls and hallways, but including all inside walls and all plaster, tile, structural glass and glazing, light electrical fixtures, interior plumbing and flooring, in good and sanitary condition, order and repair, hereby waiving all rights as provided in Sections 1941 and 1942 of the Civil Code of the State of California. Lessee shall, in maintaining said premises in good and sanitary order and condition, furnish their own janitorial service without expense to the Lessor.

(f) Alterations. Lessee will not make, nor suffer to be made, any additions to or alterations of the said premises or any part thereof without the written consent of Lessor first had and obtained. Any additions to or alterations of the said premises which cannot be reasonably removed without causing damage to the leased premises shall become at once a part of the realty and belong to the Lessor. Any additions to or alterations of the said premises which can be removed without causing damage to the leased premises shall remain the property

of Lessee if actually removed within ten (10) days of the date of termination or cancellation of this lease, but shall become the property of the Lessor if not timely so removed. It is expressly understood and agreed, without limiting the foregoing, that any linoleum or rubble tile, or other floor covering affixed to the floors by plaster, glue, cement, or mastic, and any wood flooring and carpeting installed by the Lessee, shall become and remain a part of the leased premises and shall not be removed by the Lessee at the end of their occupancy or otherwise, except upon written consent or order of Lessor.

(g) Signs. The Lessee shall not affix or cause to be affixed, any signs or awnings on or to said space without first submitting designs of the same to the Lessor and obtaining Lessors' prior approval thereof "which approval shall not be unreasonably withheld." Any and all such signs shall conform and abide in any and all respects with all applicable laws, rules and ordinances. Said signs so approved by the Lessors shall be and remain the property of the Lessees, provided, however, that the same shall be removed without defacement of or injury to the premises or building aforesaid.

(h) Laws and Regulations. Lessees will, at their sole cost and expense, faithfully observe in the use of the premises all City regulations and ordinances and County, State and Federal ordinances, regulations and statutes now in force, or which may hereafter be in force.

(i) Utilities. Except as otherwise expressly agreed in writing between the parties, Lessees will neither do nor permit to be done any act which might or could result in the placement of any mechanics', laborers', or materialmen's liens, or any other liens, claims or demands of any nature upon or against the demised premises, improvements, or fixtures, or any portion thereof.

(j) Damages. Lessee, as a material part of the consideration under this lease, do hereby assume all risk of injury, or damage to persons using the premises or property, including all property of the Lessee and the Lessor in or about said premises. Lessee hereby agrees to defend, indemnify and hold harmless Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act or omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

(k) Inspection. Lessee will permit Lessor, their agents or representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of repossessing said premises in the event of default, or for the

purpose of making repairs, alterations, or additions to any portion of said office space, with a rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises thereby occasioned.

(l) Surrender of Premises. Lessee will, on the last day of the term of this lease or other sooner termination hereunder, peaceably and quietly leave, surrender and yield up to the Lessor, all and singular, the said premises with the appurtenances thereto in good order, condition and state of repair, damages through Acts of God and by ordinary wear and tear through normal use alone excepted. If Lessee does not clean the premises before surrendering same, the Lessor may so do, and in that event Lessee agree to pay the Lessor for the cost of cleaning same.

(m) Holding Over. In the event that Lessee shall hold over after expiration of the term of this lease with the consent, express or implied, of the Lessor, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants and conditions so far as applicable, as herein contained.

(n) Indemnity. Lessee acknowledge and represent that they have inspected the premises, know the condition thereof, and assume full responsibility for any injury to persons or damage or destruction to property by reason of the use of said premises under this lease, and undertake and agree to release and hold harmless and indemnify the Lessor and all its officers and employees from and against

all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given whether or not contributed to by any act or omission, active or passive, negligent or otherwise, of the Lessor, or any officer, employee or agent thereof.

2.05 Destruction of Premises. In the event of a partial destruction of the demised premises during the term hereof from any cause, except the fault or negligence of Lessee, the Lessor shall forthwith repair the same, provided such repairs can be made within thirty (30) days under the regulations of Federal, State, County or City authorities, but such partial destruction shall in no way annul or void this lease, except that the Lessee shall be entitled to a proportionate deduction to be based the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in said premises, but in no event to be more than the amount of the monthly rental. In the event that the Lessors do not make sure repairs in the thirty (30) days, or such repairs cannot be made under such regulations, this lease may be terminated at the option of either the Lessor or the Lessee. In respect to any partial destruction which the Lessor are obligated to repair, or may elect to repair, under the terms of this paragraph, the provisions of Section 1932,

Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessee.

2.06 Waiver. The waiver by the Lessor of any breach of any term, covenant, or condition in this lease contained and set forth shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

2.07 Quiet Possession. The Lessor do hereby covenant and agree with the Lessee that so long as the Lessees keep and perform the covenants and agreements herein contained on its part to be kept and performed, it shall at all times during the term hereof or any extension or renewal of said term, peaceably and quietly have, hold, use and enjoy the said premises without suit, trouble, or hindrance from Lessors, their agents or representatives.

2.08 Insurance. Lessee shall provide Lessor with a certificate of insurance in the amount of \$1,000,000 for General Liability. All policies must provide for thirty (30) days' notice to the City Clerk of the City of Bishop by registered mail to cancel, must be furnished in duplicate and must be approved by the City Clerk.

Such policy shall be evidenced by certificate of insurance naming the City of Bishop additional insured. Certificate of insurance must be in a form acceptable to the City of Bishop. All insurance coverage shall include endorsements naming the "City of Bishop and each of its directors,

officers, agents, consultants and employees as additional insureds" under their policies while acting in their capacity for the City.

III

GENERAL PROVISIONS

3.01 Notices. Notices, demands, declarations and communications desired to be given or served by either the Lessor or the Lessee upon the other, or others, shall be deemed validly served and given when deposited in any United States Post Office by registered or certified mail, with the postage hereon fully prepaid, and if intended for the Lessor, addressed to it as follows:

CITY ADMINISTRATOR
CITY OF BISHOP
P.O. BOX 1236
377 WEST LINE STREET
BISHOP, CALIFORNIA 93515

and such other place as they may hereafter designate in writing and if intended for the Lessee, addressed as follows:

INYO COUNTY BOARD OF SUPERVISORS
PO BOX DRAWER N
INDEPENDENCE, CALIFORNIA 93526

or such other place as Lessee may hereafter designate in writing, and the date of the sender's registered or certified mail receipt shall be deemed prima facie evidence of the date upon which service was made.

3.02 Attorney's Fees. It is understood and agreed that in the event suit shall be brought for unlawful detainer of said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenants, promises, or conditions herein contained, on the part of the Lessee or Lessor, to be kept or performed, then and in such event the prevailing party in such action shall be entitled to recover from the other party a reasonable attorney's fee to be fixed by the Court and all other appropriate relief and court costs.

3.03 Assignment. Lessee shall not assign this lease, in whole or in part, without the consent in writing of Lessor first had and obtained.

3.04 Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, subject only to the conditions against assignment herein specifically set forth.

IN WITNESS WHEREOF, the parties have executed this lease agreement in triplicate on the date first above written.

CITY OF BISHOP

BY: Pat Gardner, Mayor

Date

ATTEST:

BY: Jim Tatum, City Administrator

Date

INYO COUNTY

BY: Inyo County Chairman,
Board of Supervisors

Date

ATTEST:

BY: Clerk of Board of Supervisors

Date

EXHIBIT A



**EXHIBIT B
FEE STRUCTURE
CLARK WING LEASE
(COUNTY OF INYO)**

1. Base space rent shall be for 2509 square feet of Clark Wing space which includes adjacent hall way and public spaces.

Lessee shall pay Lessor the sums listed in the payment schedule below for all space leased (2509 sq. ft.) hereunder, payable in advance of each fiscal year (July 1-June 30), commencing as of the first day of July 2015.

PAYMENT SCHEDULE:

July 1, 2015 - June 30, 2016	\$1.18 per square foot x 2509 square feet = \$2,960.62/month*
July 1, 2016 - June 30, 2017	\$1.22 per square foot x 2509 square feet = \$3,049.44/month*
July 1, 2017 - June 30, 2018	\$1.26 per square foot x 2509 square feet = \$3,140.92/month*
July 1, 2018 - June 30, 2019	\$1.29 per square foot x 2509 square feet = \$3,235.15/month*
July 1, 2019 - June 30, 2020	\$1.33 per square foot x 2509 square feet = \$3,332.20/month*

* Includes water, sewer, electricity and propane.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 13

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 4, 2015

SUBJECT: Approval of Plans and Specification for Independence Airport – Runway 14-32 Pavement Crack Repairs, Sealing and Marking Project, Airport Improvement Program FAA AIP Project No. 03-06-0108-007-2015, Inyo County Project No. TR-15-027.

DEPARTMENTAL RECOMMENDATION: Request that your Board: 1) approve the plans and specifications for the for Independence Airport – Runway 14-32 Pavement Crack Repairs, Sealing and Marking Project, Airport Improvement Program FAA AIP Project No. 03-06-0108-007-2015, Inyo County Project No. TR-15-027; and 2) authorize the Public Works Director to advertise and bid the project; and 3) authorize the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement for Independence Airport – Runway 14-32 Pavement Crack Repairs, Sealing and Marking Project, Airport Improvement Program FAA AIP Project No. 03-06-0108-007-2015, Inyo County Project No. TR-15-027.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The scope of work for the project generally consists of pavement crack repairs and pavement sealing for Runway 14-32, and will also include pavement paint markings for repaired pavement areas.

The project is partially funded by a FAA grant that must be in place by the end of the 2014/2015 federal fiscal year (September 30, 2015). The funding is reserved in fiscal year 2014/2015, but a grant is not yet in place. In order for the FAA to process the grant, it must be fully executed by both the County and the FAA by September 30, 2015. FAA procedures require that bids for the project be opened and approved for funding prior to applying for grant funding. Therefore, bids must be opened by the middle of September at the latest.

The construction contract, construction engineering, and construction management costs are ninety percent (90%) reimbursable by the anticipated FAA AIP Grant Agreement. After the FAA Grant Agreement is in place, the County can apply for a California Division of Aeronautics matching grant, which will fund five percent (5%) of the FAA Grant Agreement amount, which is four and one-half percent (4.5%) of the entire project. The County must pay the remainder of the match, which is five and one-half percent (5.5%) of the entire project.

ALTERNATIVES: Your Board could choose not to approve the plans and specifications and advertising for bids for Independence Airport – Runway 14-32 Pavement Crack Repairs, Sealing and Marking Project, Airport Improvement Program FAA AIP Project No. 03-06-0108-007-2015, Inyo County Project No. TR-15-027. This is not recommended because a FAA Grant Agreement for construction must be executed by the end of this federal fiscal year (September 30, 2015). If the Grant Agreement is not executed, the funding will expire and the project cannot be constructed. Additional funding for construction would have to be identified in a subsequent year, and funding is not guaranteed.

OTHER AGENCY INVOLVEMENT: County Counsel (for review and approval of the bid procedures, bid documents, and contract) and Auditor (for payments to the contractor after the bid is awarded and the contract is approved).

FINANCING: The project is funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the construction cost of the project, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the construction cost of the project. The reimbursable costs will be paid through budget

unit 150402, Independence Airport Improvement Projects, object code 5700, Construction in Progress. The County will pay the five and one-half percent (5.5%) match through budget unit 011500, Public Works, object code 5850, In-Kind Contributions.

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: <u>Yes</u> Date <u>8/05/15</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/5/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 8/6/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 14

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 4, 2015

SUBJECT: Approval of Plans and Specification for Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project, Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015, Inyo County Project No. TR-15-026.

DEPARTMENTAL RECOMMENDATION: Request that your Board: 1) approve the plans and specifications for the Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project, Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015, Inyo County Project No. TR-15-026; and 2) authorize the Public Works Director to advertise and bid the project; and 3) authorize the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement for Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project, Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015, Inyo County Project No. TR-15-026.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The scope of work for the project generally consists of pavement crack repairs and pavement sealing for runways, taxiways, exits, helipad areas, and aircraft parking aprons. It also includes applying pavement paint markings for these repaired pavement areas. Additional work will include construction of an airport terminal building area chain link and barbwire security fencing with vehicle and pedestrian access gates. Construction of the project will need to be phased and coordinated with airport staff to minimize ongoing airside operations at the airport. Project plans are available for viewing at the County Public Works office.

The project is partially funded by a FAA grant that must be in place by the end of the 2014/2015 federal fiscal year (September 30, 2015). The funding is reserved in fiscal year 2014/2015, but a grant is not yet in place. In order for the FAA to process the grant, it must be fully executed by both the County and the FAA by September 30, 2015. FAA procedures require that bids for the project be opened and approved for funding prior to applying for grant funding. Therefore, bids must be opened by the middle of September at the latest.

The project will be bid with three (3) Bid Schedules (Schedules A, B, and C) containing several bid additive items. This was done at the recommendation from FAA due to the uncertainties of the amount of federal funding available for the project's construction. Construction estimates range from \$1.8 million for Schedule A base bid work to \$3.0 million for all Schedules A, B, and C with all bid additives included.

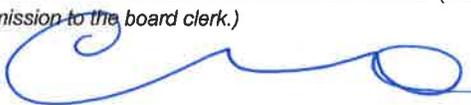
The construction contract, construction engineering, and construction management costs are ninety percent (90%) reimbursable by the anticipated FAA AIP Grant Agreement. After the FAA Grant Agreement is in place, the County can apply for a California Division of Aeronautics matching grant, which will fund five percent (5%) of the FAA Grant Agreement amount, which is four and one-half percent (4.5%) of the entire project. The County must pay the remainder of the match, which is five and one-half percent (5.5%) of the entire project.

ALTERNATIVES: Your Board could choose not to approve the plans and specifications and advertising for bids for Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project, Airport Improvement Program FAA AIP Project No. 03-06-0024-17-2015, Inyo County Project No. TR-15-026. This is not recommended because a FAA Grant Agreement for construction must be executed by the end of this

federal fiscal year (September 30, 2015). If the Grant Agreement is not executed, the funding will expire and the project cannot be constructed.

OTHER AGENCY INVOLVEMENT: County Counsel (for review and approval of the bid procedures, bid documents, and contract) and Auditor (for payments to the contractor after the bid is awarded and the contract is approved).

FINANCING: The project is funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the construction cost of the project, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the construction cost of the project. The reimbursable costs will be paid through budget unit 630303, Bishop Airport Improvement Projects, object code 5700, Construction in Progress. The County will pay the five and one-half percent (5.5%) match through budget unit 011500, Public Works, object code 5850, In-Kind Contributions.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>8/5/15</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/5/2015</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/6/15
 (Not to be signed until all approvals are received)
 (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
15

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: August 4, 2015

SUBJECT: Approve the Database Information Agreement between the County of Inyo, through the Treasurer-Tax Collector's office, and ParcelQuest, a California Company.

DEPARTMENTAL RECOMMENDATION:

- 1-Request that your Board approve the Database Information Agreement as presented.
- 2-Authroize the Treasurer-Tax Collector to execute the Contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

ParcelQuest is a private sector company that collects and collates property information. In turn, they then sell this data in one of two ways, either by individual requests for information or by subscription. The Inyo County Assessor has had a contractual relationship with ParcelQuest for many years. They provide some of their data to ParcelQuest in exchange for a small stipend, copies of the accumulated data in CD format as well as electronic access to their website. This Agreement will further round out the available Inyo County public data on the ParcelQuest platform making it a complete package for their clients. In exchange, my department will receive electronic access to their website. There is no monetary exchange for the public property tax payment data. Should the additional data increase revenues to ParcelQuest, they will increase the Assessor's stipend accordingly.

By providing the data to ParcelQuest, we will be giving their Company the ability to compile comprehensive public property information for their clients. In turn, this reduces the requests for data to County departments allowing us to remain focused on the daily operational needs of our offices. ParcelQuest is another resource for the public to mine for information. An additional benefit to providing this information is that ParcelQuest can compile the data in ways that our current software cannot.

The electronic files that are being requested are already within the CREST property tax system and there will not be a need for any custom programming to fill this request.

ALTERNATIVES:

Your Board may choose not to approve the Agreement. In that case, the Treasurer-Tax Collector department will continue to provide data in our current format as normal.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-family: cursive; font-size: 1.2em; color: blue;">Margaret Kemp-Milleris</div> <div style="text-align: right;"> Approved: <input checked="" type="checkbox"/> Date <u>07/14/15</u> </div> </div>
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;"> Approved: _____ Date _____ </div>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <div style="text-align: right;"> Approved: _____ Date _____ </div>

DEPARTMENT HEAD SIGNATURE: *Aisha McMurtrie* Date: *8-4-15*
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

DATABASE INFORMATION AGREEMENT

This Agreement is entered into this 11th day of August, 2015, by and between the County of Inyo, a political subdivision of the State of California, through its Tax Collector's Office (hereinafter, "County") and ParcelQuest, a California corporation (hereinafter, "ParcelQuest").

RECITALS:

1. ParcelQuest is engaged in the business of acquiring, compiling, arranging, selecting, formatting and distributing for a fee, land records and other data ("Data"), and maps and other images ("Maps"), in electronic form. ParcelQuest sells licensed subscriptions to such Data and Maps in conjunction with data management programs, such as ParcelQuest, which is available in various formats including compact disc and via the ParcelQuest website.

2. The County, by and through the office of the County Tax Collector ("Tax Collector's Office") is interested in accessing the Data for Inyo County (hereinafter, "the County Area").

3. This Agreement replaces any previous database information agreements between the Inyo County Treasurer-Tax Collector and ParcelQuest.

4. Upon the terms and conditions set forth below, ParcelQuest is willing to provide the County with access to Data for the County Area, in exchange for the Tax Collector's Office providing ParcelQuest with tax records created and maintained by the Tax Collector's Office in the format created by the Tax Collector's Office ("tax collector records").

TERMS AND CONDITIONS:

1. **Obligations of ParcelQuest:** ParcelQuest agrees, without charge to the County, upon receipt of records from the County, to update ParcelQuest's Data and to provide the County with access to the Data for the County Area via ParcelQuest data management software, such as ParcelQuest. ParcelQuest shall use due diligence in compiling, arranging, selecting and formatting the Data. Access to the Data under this Agreement shall be solely for use by the Tax Collector's Office. The County assumes no liability or responsibility for improper use of such Data by other public agencies.

2. **Obligations of Tax Collector's Office:** At a minimum, the Tax Collector's Office shall provide ParcelQuest with tax collector records on a regular basis not less than monthly, and may provide additional records and/or records at an increased frequency at Tax Collector's Office discretion.

3. **Right of ParcelQuest to disseminate Data:** Nothing in this Agreement shall be construed as limiting or in any way affecting ParcelQuest's right to sell, distribute and/or license the Data, in conjunction with data management software or as raw data, to third parties subject to terms and conditions determined solely by ParcelQuest.

4. Rights of the County to disseminate public information. Nothing in this Agreement shall be construed as limiting or in any way affecting the County's duty to provide copies of certain public records under the Public Records Act, nor the County's right to provide information and records to the public in any form it wishes, including but not limited to electronic media. The County may also at any time create and distribute its own electronic records, maps, and other information, including but not limited to the dissemination of such materials through the internet. The County may also enter into agreements with other vendors of land records data under similar or different terms. The County assumes no liability or responsibility for misuse of ParcelQuest's Data by anyone other than duly-authorized employees, officers, or agents of the County. However, the County understands and agrees that the ParcelQuest product, any other data management software provided by ParcelQuest, and the Data, are not public records and may not be distributed to the public, and are protected by United States Copyright laws prohibiting the sale, duplication, sublicensing, transfer, or any other form of exploitation, without the written permission of ParcelQuest, and that County's access to and use of ParcelQuest, any other data management software provided by ParcelQuest, the Data, are subject to the terms of the license as expressed herein. Upon the termination or expiration of this Agreement, the protections afforded ParcelQuest to its ParcelQuest product; any other data management software provided by ParcelQuest, the Data, by copyright laws and the terms of this Agreement, shall remain in full force and effect. Any and all implied product warranties are disclaimed unless expressed herein

5. The County shall have no liability for charges made or incurred by ParcelQuest for compilation, arranging, selecting, formatting or distribution of information taken from records provided to ParcelQuest by the County, including any person, agent, employee or contractor into whose custody the records are delivered by the County. All such charges shall be the responsibility of ParcelQuest.

6. This Agreement is contingent upon the Tax Collector's Office providing tax collector records to ParcelQuest as specified in Section 2, above. In the event the Tax Collector's Office ceases to provide tax collector records to ParcelQuest, ParcelQuest, at its sole election, may discontinue access of the Tax Collector's Office to ParcelQuest and Data.

7. Disclaimer of Partnership or Agency. It is understood and agreed that neither the County, nor any of its employees, is in a relationship of partnership or agency with ParcelQuest. ParcelQuest is an independent contractor and is not an officer, agent, or employee of the County. ParcelQuest shall defend, indemnify, and hold the County harmless for any claims, losses, or damages incurred by the County as a result of ParcelQuest's use of records provided by the County under this Agreement.

8. Term of Agreement: The initial term of the agreement shall be for one (1) year, commencing on the date it is executed. Thereafter, the Agreement shall continue in effect until terminated by either party, with or without cause, by giving not less than 60 days' written notice.

9 Notices: All notices desired or required to be given pursuant to this agreement shall be in writing and shall be addressed as follows:

Alisha McMurtrie
Inyo County Tax Collector
PO Drawer O
Independence, CA 93526

Grant Mulligan
ParcelQuest
193 Blue Ravine Road, Suite 120
Folsom, CA 95630

Either party may, by written notice given to the other, change its mailing address.

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

COUNTY: _____

ParcelQuest: _____

By: _____

By: Grant Mulligan

Title: _____

Title: President

Date: _____

Date: 7/16/2015



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 16

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Treasury Status Report for the Quarter Ending June 30, 2015

DEPARTMENTAL RECOMMENDATION:

Receive a presentation of the Quarterly Treasury Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 53646(g), copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE: *Alisha McMurtrie* Date: August 1, 2015
 Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2015
DATE: July 16, 2015

The following status report of the County Treasury as of June 30, 2015 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 36 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:5/31/14 was \$5,414,556.54 (Principal: \$3,850,000.00 + Interest = \$1,614,408.00 less Fees:\$-49,851.46)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION

DATE: 6/30/15

AUDITOR'S BALANCES

Balance Forward - Cash in Treasury		\$118,354,637.69
Plus: Auditor Adjustments Payroll		
Deposit Authorizations Fees		\$3,175,892.88
Less: Co. Checks Pd Auditor JE# to adjust	06/29/15	(233,401.59)
Outgoing Electronic Wires		-\$1,896,949.74 ICOE Payroll -\$70,345.14 ICOE State Tax -\$20,128.13 Chrtr-Yth Bld St Tax -\$1,009.31 Chrtr-Yth Bld Cen St Tax -\$4,905.89 Chrtr-The Ed Corp St Tax -\$1,203.84 Chrtr-Coll Bridge St Tax -\$379,121.93 ICOE Fed Tax -\$109,213.13 Chrtr-Yth Bld Fed Tax -\$35,702.15 Chrtr-La Ed Corp Fed Tax

Ending "Claim on Cash in Treasury" \$118,778,549.72

TREASURER'S BALANCE:

Cash on Hand: Vault	\$4,075.00
Drawer	\$136.42
Bank Deposits on Hand:	

BANK ACCOUNTS:

Union Bank - General Account.	\$11,238,126.36
El Dorado - General Account	\$14,587.50

INVESTMENTS: % Invested

Local Agency Investment Fund	\$39,000,000.00	Agency Limit
UBS Money Market	\$1,000,000.00	0.84% of 10.00%
Federal Agencies	\$ 31,986,950.00	26.93% of 100.00%
CD	\$16,622,915.86	13.99% of 30.00%
Local Agency Debt	\$723,220.00	0.61% of 100.00%
Commercial Paper	\$ 18,196,609.86	15.32% of 15.00%

TOTAL TREASURY BALANCE: \$118,786,621.00

Difference: (Treasury SHORT or OVER) \$8,071.28

Explanation of Difference: \$8,115.50 El Dor Ck#1782 in trans/not debited yet
 (\$44.22) Error on checks paid

NOTES

Investments Maturing Over 1 Year **\$ 34,911,762.86** 29.39% of 35.00%



Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO

As of: 30-Jun-2015

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Moody's Rating	Net Unrealized Gain/Loss	Annual Yield	Estimate Annual Income
Cash & Cash Equivalents	UBS FINANCE DELW DCP 7/13/15	13-Jul-2015	90262DUD5	2,500,000.0000	\$2,494,956.25 USD	\$2,499,875.00 USD			\$4,916.75 USD		
Corporate Obligations	EVERBANK JACKSONV CD 0.300% 8/13/15	13-Aug-2015	29978DVB3	248,000.0000	\$248,000.00 USD	\$246,032.24 USD	N/A	N/A	\$32.24 USD		
Corporate Obligations	GE CAP BK C/D 0.400% 6/21/15	21-Aug-2015	36162PDG4	250,000.0000	\$250,000.00 USD	\$250,067.50 USD	N/A	N/A	\$67.50 USD		
Corporate Obligations	NORTHFIELD BK C/D 0.350% 8/25/15	25-Aug-2015	66612AAF5	250,000.0000	\$250,000.00 USD	\$250,055.00 USD	N/A	N/A	\$55.00 USD		
Cash & Cash Equivalents	NATIXIS NY DCP 9/04/15	04-Sep-2015	63873KW45	1,750,000.0000	\$1,744,919.17 USD	\$1,749,247.50 USD			\$4,328.33 USD		
Cash & Cash Equivalents	NATIXIS NY DCP 9/10/15	10-Sep-2015	63873KWA1	3,000,000.0000	\$2,993,640.00 USD	\$2,996,590.00 USD			\$4,950.00 USD		
Cash & Cash Equivalents	ABBEY NATL NA LLC DCP 9/21/15	21-Sep-2015	0027A1WM7	3,000,000.0000	\$2,992,650.00 USD	\$2,998,350.00 USD			\$5,700.00 USD		
Corporate Obligations	BMW BK NORTH AMER C1 1.000% 8/21/15	21-Sep-2015	05568PZ26	250,000.0000	\$251,200.00 USD	\$250,317.50 USD	N/A	N/A	(\$882.50) USD		
Corporate Obligations	BK HOLLAND MI C/D 1.450% 9/23/15	23-Sep-2015	062649WB0	248,000.0000	\$250,108.00 USD	\$248,648.76 USD	N/A	N/A	(\$1,458.24) USD		
Corporate Obligations	DISCOVER BK C/D 0.500% 10/22/15	22-Oct-2015	254672BW7	3,000,000.0000	\$3,000,000.00 USD	\$3,001,890.00 USD	N/A	N/A	\$1,890.00 USD		
Corporate Obligations	ENERBANK USA C/D 0.500% 10/22/15	22-Oct-2015	29268NC70	2,000,000.0000	\$2,000,000.00 USD	\$2,001,260.00 USD	N/A	N/A	\$1,260.00 USD		
Corporate Obligations	BEAR STEARNS CO NTS 5.300% 10/30/15	30-Oct-2015	073902KF4	250,000.0000	\$260,795.00 USD	\$253,875.00 USD	A	A3	(\$7,220.00) USD		
Corporate Obligations	SYNOVUS BK C/D 0.300% 11/19/15	19-Nov-2015	87164DGR5	248,000.0000	\$248,000.00 USD	\$247,980.18 USD	N/A	N/A	(\$19.84) USD		
Corporate Obligations	GOLDMAN SACHS BK C/D 0.400% 11/23/15	25-Nov-2015	38148JDB4	250,000.0000	\$250,000.00 USD	\$250,170.00 USD	N/A	N/A	\$170.00 USD		
Corporate Obligations	MERRICK BK SO C/D 0.500% 11/27/15	27-Nov-2015	59913JG62	250,000.0000	\$250,000.00 USD	\$250,170.00 USD	N/A	N/A	\$170.00 USD		
Corporate Obligations	MEDALLION BK UTAH C/D 0.500% 12/08/15	08-Dec-2015	58408B711	250,000.0000	\$250,000.00 USD	\$250,172.50 USD	N/A	N/A	\$172.50 USD		
Cash & Cash Equivalents	ABBEY NATL NA LLC DCP 12/18/15	18-Dec-2015	0027A1ZJ1	6,000,000.0000	\$5,977,833.33 USD	\$5,999,260.00 USD			\$11,426.67 USD		
Corporate Obligations	PACIFIC WESTN BK C/D 0.350% 12/18/15	18-Dec-2015	69509YCN7	240,000.0000	\$240,000.00 USD	\$240,007.20 USD	N/A	N/A	\$7.20 USD		
Cash & Cash Equivalents	NATIXIS NY DCP 1/05/16	05-Jan-2016	63873JA59	2,000,000.0000	\$1,992,611.11 USD	\$1,995,400.00 USD			\$2,788.89 USD		
Corporate Obligations	CATHAY BK LA C/D 0.300% 2/01/16	01-Feb-2016	149159KG9	248,000.0000	\$248,000.00 USD	\$248,161.04 USD	N/A	N/A	\$161.04 USD		
Corporate Obligations	ENTERPRISE BK&TR C/D 0.400% 2/04/16	04-Feb-2016	29367ACU5	248,000.0000	\$248,000.00 USD	\$248,034.72 USD	N/A	N/A	\$34.72 USD		
Corporate Obligations	ACCESS NATL BK C/D 0.300% 2/08/16	08-Feb-2016	09432KCY7	248,000.0000	\$248,000.00 USD	\$247,983.44 USD	N/A	N/A	(\$16.56) USD		
Corporate Obligations	BEAL BK USA NV C/D 0.500% 2/10/16	10-Feb-2016	07370MMU7	248,000.0000	\$248,000.00 USD	\$248,173.60 USD	N/A	N/A	\$173.60 USD		
Corporate Obligations	DISCOVER BK C/D 0.500% 2/11/16	11-Feb-2016	254672GW2	248,000.0000	\$248,000.00 USD	\$248,173.60 USD	N/A	N/A	\$173.60 USD		
Corporate Obligations	SANTANDER BK C/D 0.500% 2/11/16	11-Feb-2016	80280JDR9	248,000.0000	\$248,000.00 USD	\$248,173.60 USD	N/A	N/A	\$173.60 USD		
Corporate Obligations	FIRST MERIT BK C/D 0.500% 2/12/16	12-Feb-2016	320844PG2	248,000.0000	\$248,000.00 USD	\$248,173.60 USD	N/A	N/A	\$173.60 USD		
Corporate Obligations	WHITNEY BK C/D 0.450% 2/18/16	18-Feb-2016	96558AJZ	248,000.0000	\$248,000.00 USD	\$248,091.76 USD	N/A	N/A	\$91.76 USD		
Corporate Obligations	FIRST NIAGARA BK C/D 0.400% 3/11/16	11-Mar-2016	33583CND7	240,000.0000	\$240,000.00 USD	\$239,968.80 USD	N/A	N/A	(\$31.20) USD		



Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO

As of: 30-Jun-2015

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Moody's Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	FIRST NATL BK C/D 0.400% 3/29/16	28-Mar-2016	32111L0D2	248,000,000	\$248,000.00 USD	\$247,915.68 USD	N/A	N/A	(\$84.32) USD		
Corporate Obligations	BKSOUTH GREENSBOR CD 0.400% 3/30/16	30-Mar-2016	06652GAF9	248,000,000	\$248,000.00 USD	\$248,252.96 USD	N/A	N/A	\$252.96 USD		
Corporate Obligations	RELIANT BK BRENTWO CD 0.400% 3/30/16	30-Mar-2016	7595EBAN9	488,000,000	\$488,000.00 USD	\$487,824.32 USD	N/A	N/A	(\$175.68) USD		
Corporate Obligations	SAFRA NATL BK NY CD 0.500% 3/30/16	30-Mar-2016	78659QMJ9	248,000,000	\$248,000.00 USD	\$248,252.96 USD	N/A	N/A	\$252.96 USD		
Corporate Obligations	BERKSHIRE BK C/D 0.450% 3/31/16	31-Mar-2016	084601DG5	248,000,000	\$248,000.00 USD	\$247,997.52 USD	N/A	N/A	(\$2.48) USD		
Corporate Obligations	PATRIOT NATL BK C/D 0.450% 3/31/16	31-Mar-2016	70337MAE8	248,000,000	\$248,000.00 USD	\$248,252.96 USD	N/A	N/A	\$252.96 USD		
Corporate Obligations	TOWN NORTH BK C/D 0.400% 3/31/16	31-Mar-2016	89213TLH3	248,000,000	\$248,000.00 USD	\$248,252.96 USD	N/A	N/A	\$252.96 USD		
Corporate Obligations	APPLE BK C/D 0.400% 4/08/16	08-Apr-2016	03784JGU2	248,000,000	\$248,000.00 USD	\$249,094.24 USD	N/A	N/A	\$94.24 USD		
Corporate Obligations	COMPASS BK ALA C/D 0.450% 5/06/16	05-May-2016	20451PKQ8	248,000,000	\$248,000.00 USD	\$248,208.32 USD	N/A	N/A	\$208.32 USD		
Corporate Obligations	CENTENNIAL BK C/D 0.400% 5/12/16	12-May-2016	15133KAP6	248,000,000	\$248,000.00 USD	\$248,195.92 USD	N/A	N/A	\$195.92 USD		
Corporate Obligations	WEX BK MIDVALE UT C/ 0.450% 6/13/16	13-May-2016	92937CCY2	248,000,000	\$248,000.00 USD	\$248,193.44 USD	N/A	N/A	\$193.44 USD		
Corporate Obligations	NORFIELD BK STATEN CD 0.400% 5/16/16	16-May-2016	66812AAU2	248,000,000	\$248,000.00 USD	\$248,188.48 USD	N/A	N/A	\$188.48 USD		
Corporate Obligations	SACO AND BIDDEFORD 0.500% 8/22/16	22-Aug-2016	78577TAC9	248,000,000	\$248,000.00 USD	\$247,947.92 USD	N/A	N/A	(\$52.08) USD		
Government Obligations	FFCB BDS 0.625% 10/24/16	24-Oct-2016	31338EA5V6	4,000,000,000	\$4,000,000.00 USD	\$3,998,720.00 USD			(\$1,280.00) USD		
Government Obligations	FHLB BDS 0.750% 6/13/17	13-Jun-2017	313383AP6	3,000,000,000	\$3,000,000.00 USD	\$3,001,860.00 USD			\$1,860.00 USD		
Government Obligations	FNMA NTS 1.050% 8/15/17	15-Aug-2017	3136223G0	3,000,000,000	\$3,000,000.00 USD	\$3,009,860.00 USD	AA+	AAA	\$9,860.00 USD		
Government Obligations	FNMA NTS SU 0.700% 12/13/17	13-Dec-2017	31366G0A3	3,000,000,000	\$3,000,000.00 USD	\$2,993,400.00 USD	AA+	AAA	(\$6,600.00) USD		
Government Obligations	FFCB BDS 0.900% 12/26/17	26-Dec-2017	31333ECB45	5,000,000,000	\$4,997,500.00 USD	\$4,992,000.00 USD			(\$5,500.00) USD		
Government Obligations	FNMA NT 2/22/18 1.300%	22-Feb-2018	3136623M7	2,000,000,000	\$2,000,000.00 USD	\$2,006,620.00 USD	AA+	AAA	\$5,620.00 USD		
Corporate Obligations	BANK AMERICA BD 1.650% 3/26/18	26-Mar-2018	06050TLY6	250,000,000	\$251,812.86 USD	\$249,827.50 USD	A	A1	(\$2,185.36) USD		
Corporate Obligations	ALLY BK MIDVALE C/D 1.100% 4/23/18	23-Apr-2018	02006LQJ5	250,000,000	\$250,000.00 USD	\$249,067.50 USD	N/A	N/A	(\$932.50) USD		
Corporate Obligations	COMENITY CAP BK C/D 1.000% 4/27/18	27-Apr-2018	20033AKC9	250,000,000	\$250,000.00 USD	\$249,032.50 USD	N/A	N/A	(\$667.50) USD		
Corporate Obligations	INVESTORS BK C/D 1.100% 4/30/18	30-Apr-2018	46178PEA9	250,000,000	\$250,000.00 USD	\$249,897.50 USD	N/A	N/A	(\$102.50) USD		
Corporate Obligations	LANDMARK CUNY BK C/D 1.000% 5/04/18	04-May-2018	51507LAU8	250,000,000	\$250,000.00 USD	\$248,872.50 USD	N/A	N/A	(\$1,027.50) USD		
Corporate Obligations	WORLDS FOREMOST C/D 1.300% 5/14/18	14-May-2018	981571BE1	200,000,000	\$200,000.00 USD	\$198,834.00 USD	N/A	N/A	(\$1,166.00) USD		
Government Obligations	FHLMC BDS SU 0.500% 8/18/18	18-Jun-2018	313466S87	1,000,000,000	\$1,000,000.00 USD	\$1,000,030.00 USD	AA+	AAA	\$30.00 USD		
Government Obligations	FHLB BDS 1.250% 6/27/18	27-Jun-2018	313383JQ5	3,000,000,000	\$3,000,000.00 USD	\$3,006,610.00 USD			\$6,610.00 USD		
Government Obligations	FNMA NTS 1.625% 11/27/18	27-Nov-2018	31356GYT4	3,000,000,000	\$2,989,950.00 USD	\$3,039,300.00 USD	AA+	AAA	\$46,350.00 USD		



Holdings - Reporting as of Settlement Date
Account: 6736305280 - COUNTY OF INYO

As of: 30-Jun-2015

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Moodys's Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Government Obligations	FFCB BDS 1.625% 5/13/19	13-May-2019	3133EEK33	2,000,000.0000	\$2,001,500.00 USD	\$1,997,380.00 USD	AA+	AAA	(\$4,120.00) USD		
Corporate Obligations	FIRST BUS BK C/D 1.485% 5/28/19	28-May-2019	31939QL69	248,000.0000	\$248,000.00 USD	\$246,066.08 USD	N/A	N/A	(\$1,963.52) USD		
Corporate Obligations	SYNCHRONY BK C/D 1.900% 4/24/20	24-Apr-2020	87165FGE5	248,000.0000	\$248,000.00 USD	\$245,894.48 USD	N/A	N/A	(\$2,105.52) USD		
Corporate Obligations	WELLS FARGO BK C/D 1.250% 4/30/20	30-Apr-2020	94986TTT4	250,000.0000	\$250,000.00 USD	\$248,420.00 USD			(\$1,580.00) USD		
Corporate Obligations	GOLDMAN SACHS BK C/D 1.800% 5/08/20	06-May-2020	38148JSL6	248,000.0000	\$248,000.00 USD	\$245,750.64 USD	N/A	N/A	(\$2,249.36) USD		
Corporate Obligations	AMEX CENTRN C/D 1.950% 5/07/20	07-May-2020	02587DXT0	245,000.0000	\$245,000.00 USD	\$242,211.90 USD	N/A	N/A	(\$2,788.10) USD		
Government Obligations	FHLB BDS 5/U 1.250% 5/12/20	12-May-2020	3130ASDV8	1,000,000.0000	\$999,500.00 USD	\$994,580.00 USD	AA+	AAA	(\$4,920.00) USD		
Government Obligations	FHLMC NTS 2.000% 6/16/20	15-Jun-2020	3134G8P98	2,000,000.0000	\$2,000,000.00 USD	\$2,000,740.00 USD	AA+	AAA	\$740.00 USD		
Corporate Obligations	AMERICAN EXP CENT C/ 2.250% 6/17/20	17-Jun-2020	02587DYV4	248,000.0000	\$248,000.00 USD	\$244,694.16 USD	N/A	N/A	(\$3,305.84) USD		
Corporate Obligations	CIT BANK SLC UT C/D 2.500% 6/30/20	30-Jun-2020	17264DDN9	248,000.0000	\$248,000.00 USD	\$246,259.04 USD	N/A	N/A	(\$1,740.96) USD		
Subtotals											
Cash & Cash Equivalents					\$18,196,609.88 USD	\$18,230,722.50 USD			\$34,112.64 USD		\$0.00 USD
Government Obligations					\$31,988,450.00 USD	\$32,038,100.00 USD			\$49,650.00 USD		\$0.00 USD
Corporate Obligations					\$16,622,915.86 USD	\$16,597,246.50 USD			(\$25,669.36) USD		\$0.00 USD
Total					\$66,807,975.72 USD	\$66,866,069.00 USD			\$58,093.28 USD		\$0.00 USD

**Inyo County Treasury
Weighted Average Maturity**

Maturity Date	Formula			\$ Amount of Security
	Principle X	# of Days to Maturity	= Daily Average	
F/A Securities				
10/24/2016	4	482	1928	\$ 4,000,000.00
6/13/2017	3	714	2142	\$ 3,000,000.00
8/15/2017	3	777	2331	\$ 3,000,000.00
12/13/2017	3	897	2691	\$ 3,000,000.00
12/26/2017	5	910	4550	\$ 4,997,500.00
2/22/2018	2	968	1936	\$ 2,000,000.00
6/18/2018	1	1084	1084	\$ 1,000,000.00
6/27/2018	3	1093	3279	\$ 3,000,000.00
11/27/2018	3	1246	3738	\$ 2,989,950.00
5/13/2019	2	1413	2826	\$ 2,001,500.00
5/12/2020	1	1778	1778	\$ 999,500.00
6/15/2020	2	1812	3624	\$ 2,000,000.00
Totals			31907	\$ 31,988,450.00
Commercial Paper				
7/13/2015	2.5	13	32.5	\$ 2,494,956.25
9/4/2015	1.75	66	115.5	\$ 1,744,919.17
9/10/2015	3	72	216	\$ 2,993,640.00
9/21/2015	3	83	249	\$ 2,992,650.00
12/18/2015	6	171	1026	\$ 5,977,833.33
1/5/2016	2	189	378	\$ 1,992,611.11
Totals			2017	\$ 18,196,609.86
CD's				
8/13/2015	0.25	44	11	\$ 248,000.00
8/21/2015	0.25	52	13	\$ 250,000.00
8/25/2015	0.25	56	14	\$ 250,000.00
9/21/2015	0.25	83	20.75	\$ 251,200.00
9/23/2015	0.25	85	21.25	\$ 250,108.00
10/22/2015	3	114	342	\$ 3,000,000.00
10/22/2015	2	114	228	\$ 2,000,000.00
10/30/2015	0.25	122	30.5	\$ 260,795.00
11/19/2015	0.25	142	35.5	\$ 248,000.00
11/25/2015	0.25	148	37	\$ 250,000.00
11/27/2015	0.25	150	37.5	\$ 250,000.00
12/8/2015	0.25	161	40.25	\$ 250,000.00
12/18/2015	0.25	171	42.75	\$ 240,000.00
2/1/2016	0.25	216	54	\$ 248,000.00
2/4/2016	0.25	219	54.75	\$ 248,000.00
2/8/2016	0.25	223	55.75	\$ 248,000.00
2/10/2016	0.25	225	56.25	\$ 248,000.00
2/11/2016	0.25	226	56.5	\$ 248,000.00
2/11/2016	0.25	226	56.5	\$ 248,000.00
2/12/2016	0.25	227	56.75	\$ 248,000.00
2/18/2016	0.25	233	58.25	\$ 248,000.00

Note: This does NOT include MUFG UB or
El Dorado Savings Accts

**Inyo County Treasury
Weighted Average Maturity**

3/11/2016	0.25	255	63.75	\$	240,000.00
3/28/2016	0.25	272	68	\$	248,000.00
3/30/2016	0.25	274	68.5	\$	248,000.00
3/30/2016	0.5	274	137	\$	488,000.00
3/30/2016	0.25	274	68.5	\$	248,000.00
3/31/2016	0.25	275	68.75	\$	248,000.00
3/31/2016	0.25	275	68.75	\$	248,000.00
3/31/2016	0.25	275	68.75	\$	248,000.00
4/8/2016	0.25	283	70.75	\$	248,000.00
5/6/2016	0.25	311	77.75	\$	248,000.00
5/12/2016	0.25	317	79.25	\$	248,000.00
5/13/2016	0.25	318	79.5	\$	248,000.00
5/16/2016	0.25	321	80.25	\$	248,000.00
8/22/2016	0.25	419	104.75	\$	248,000.00
3/26/2018	0.25	1000	250	\$	251,812.86
4/23/2018	0.25	1028	257	\$	250,000.00
4/27/2018	0.25	1032	258	\$	250,000.00
4/30/2018	0.25	1035	258.75	\$	250,000.00
5/4/2018	0.25	1039	259.75	\$	250,000.00
5/14/2018	0.25	1049	262.25	\$	200,000.00
5/28/2019	0.25	1428	357	\$	248,000.00
4/24/2020	0.25	1760	440	\$	248,000.00
4/30/2020	0.25	1766	441.5	\$	250,000.00
5/6/2020	0.25	1772	443	\$	248,000.00
5/7/2020	0.25	1773	443.25	\$	245,000.00
6/17/2020	0.25	1814	453.5	\$	248,000.00
6/30/2020	0.25	1827	456.75	\$	248,000.00
Totals			7007.25	\$	16,622,915.86
Treasury Loans					
2015-01	0.19	1737	330.03	\$	188,000.00
2015-02	0.04	1432	57.28	\$	40,000.00
2015-03	0.05	1432	71.6	\$	50,000.00
2014-03	0.45	1809	814.05	\$	445,220.00
			1272.96	\$	723,220.00
LAIF					
6/30/2015	39	1	39	\$	39,000,000.00
UBS					
6/30/2015	1	1	1	\$	1,000,000.00
GRAND TOTAL:			40971.25	\$	107,531,195.72

38 Days* Weighted Average Maturity

As of: June 30, 2015

*Days are determined at a per million rate.

Note: This does NOT include MUFG UB or
El Dorado Savings Accts

County of Inyo
PARS OPEB Trust Program

Monthly Account Report for the Period
5/01/2015 to 5/31/2015

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 5/01/2015	Contributions	Earnings	Expenses*	Distributions	Transfers	Ending Balance as of 5/31/2015
Contributions	\$5,396,476.75	\$0.00	\$19,282.34	\$1,202.55	\$0.00	\$0.00	\$5,414,556.54
Totals	\$5,396,476.75	\$0.00	\$19,282.34	\$1,202.55	\$0.00	\$0.00	\$5,414,556.54

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Annualized Return						Plan's Inception Date
1-Month	3-Month	1-Year	3-Years	5-Years	10-Years	
0.36%	0.66%	5.39%	10.08%	8.97%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value
Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
*Expenses are inclusive of Trust Administration, Trustee and Investment Management fees



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Change to the Inyo County Investment Policy's Maturity Restrictions.

DEPARTMENTAL RECOMMENDATION:

Request that your Board review and approve the recommended change to the Inyo County Investment Policy (Policy) changing the Maturity Restrictions from 35% maximum maturity of over a year to a minimum of 40% of its total book value having a maturity of one year or less, as recommended by the Inyo County Treasurer-Tax Collector and the Inyo County Treasury Oversight Committee.

CAO RECOMMENDATION:

N/A

SUMMARY DISCUSSION:

California Government Code Section 53646(b)(3) requires that the quarterly report submitted by the County Treasurer-Tax Collector include a statement that says "It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six (6) months". There is not a defined percentage for liquidity requirements, it is based on need. The current Policy has a Maturity Restriction that no more that 35% of the total amount of the portfolio shall exceed one (1) year, with a maximum maturity of five (5) years. This statement in the Policy requires the Treasurer to maintain 65% of the total portfolio maturing under one year or in a liquid, overnight state. As of June 1, 2015, the close of business portfolio sat at \$120,549,703.44. Under the current Policy, \$42,192,396.20 could be invested over a year. I had \$37,617,162.86 invested over a year on that date. This was 31.62% of the portfolio. Interest rates went from a pre-crash high of over 6% to a post-crash rate of .01%. LAIF was earning 6% pre-crash and is now earning .26% today. In order to obtain interest rates over 1.00%, you must invest out over 3 years. 65% of the portfolio is earning under .50% due to this Policy constraint.

While reviewing all sources of revenues to see where we could maximize potential, this section of the Investment Policy came under scrutiny. As there is not a percentage requirement for liquidity, and after a cash flow analysis for revenues and expenditures for the pooled participants, I see a maximum liquidity need of 40% in under a year maturities and overnight cash to meet the needs of the pool. For June 1, 2015, this translates to \$48,219,881.37. Under this recommendation, this would have meant that on June 1, 2015, \$72,329,822.06 could have been invested over a year, thus increasing interest earning opportunities and additional revenues for all pool participants.

Please note that the Government Code percentage restrictions upon various categories as outlined and approved within the Policy does not change. This action creates some additional room to purchase investments in the underutilized categories currently available to the Treasurer for investments. I may have room to purchase in the CD category, but cannot invest over a year because I no longer have that flexibility. Therefore, I must purchase a CD that matures in 12 months, or less, at a .40% rate as opposed to 3 years at 2.00%. Opportunity lost.

A survey of 15 other California Counties showed that they carried either a 40% under a year maturity or none at all, simply deferring to the required statement in the quarterly treasury report. I am recommending 40% minimum investments having a maturity of one (1) year or less to establish a baseline that can be reviewed and changed at any time by your Board based on its effectiveness. I also recommend retaining guidelines in the Policy, as opposed to an interpretive position, to maintain stability in the investment arena regardless of future election outcomes.

ALTERNATIVES:

Your Board may choose not to approve the recommendation of the Treasurer-Tax Collector and the Treasury Oversight Committee. Investments will continue to be made in accordance with the Policy, but interest earnings will remain low as the current and future interest rates for governmental agencies do not look to increase anytime soon.

OTHER AGENCY INVOLVEMENT:

While the pool participants are not directly involved in the development and implementation of the Policy, they are represented on the Treasury Oversight Committee who have reviewed and joined in this recommendation for this change to the Policy. All pool participants will receive a benefit from any increase to interest earnings.

FINANCING:

N/A

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>7/21/15</u>
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:  Date: 7/23/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

COUNTY OF INYO



STATEMENT OF INVESTMENT POLICY

January 2015

**INVESTMENT POLICY
of the
INYO COUNTY TREASURY**

(Note: All legal notations to "Sections" made herein are in reference to the California Government Code.)

Scope:

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

Policy Statement:

The purpose of this Policy (Policy) is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this policy.

Prudent Investor Rule:

The standard of prudence to be applied by the investment officer shall be the "Prudent Investor Rule", which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The Prudent Investor Rule shall be applied in the context of managing the investment portfolio.

Investment Objectives:

Safety, Liquidity and Rate of Return:

- Safety of Principal: The primary objective of the County Treasurer/Investment Officer is to safeguard, preserve and protect capital/principal in the portfolio.
- Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing for the first two Objectives as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

Legal and Regulatory Compliance:

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

Participants:

- **STATUTORY PARTICIPANTS-** General Participants are those government agencies within the County of Inyo for which the Inyo County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS-**Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County Treasurer with a resolution adopted by the agency's governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit any agency's voluntary entry into the Treasury pool.

Delegation of Authority:

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or to reinvest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation of investment authority each year.

If the County Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer to purchase investments in the absence of the County Treasurer pursuant to the law and to the restrictions as herein stated.

Authorized Investments:

Authorized investments: shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- ~~Maturity Restrictions: No investment shall exceed one (1) year as calculated from settlement dates, except that no more than thirty-five percent (35%) of the total amount of the portfolio may consist of securities with maximum maturities of five (5) years as estimated on trade dates.~~
- ~~Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain a minimum of 40% of its total book value in securities having a maturity of one (1) year or less.~~
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenue and expenditures of significant dollar size.

Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

Authorized Investments:

Authorized investments: shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: No investment shall exceed one (1) year as calculated from settlement dates, except that no more than thirty-five percent (35%) of the total amount of the portfolio may consist of securities with maximum maturities of five (5) years as estimated on trade dates.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenue and expenditures of significant dollar size.

Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

Investment Criteria: (Figure 1, see Table of Notes for figure 1 on next page for footnotes related to this figure))

Investment Type	Maximum Maturity	Maximum % of Pool	Rating
U.S. Treasury and Agency Securities (§53601 (b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601 (e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601 (c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601 (g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601 (h) and §53635 (a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601 (i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601 (j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601 (j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601 (l)) & (6509.7 & 53601 (p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF (\$50MM per Agency	N/A

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

9- ***Criteria for the Selection of Broker/Dealers and Financial Institutions:***

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one national rating service, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for those offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to do business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

Criteria for the Management of Extraordinary Withdrawals:

Extraordinary Withdrawals are those withdrawals from the County Treasury that: are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records; and, as a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirement of the participants in the County Treasury pool. Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury pool participants in the event the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A pool participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining pool participants.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of the investments in the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other pool participants. The County Treasurer reserves the right to choose which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

Safekeeping:

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as "Category 1 Custody" as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

Apportionment of Interest and Costs & Calculation of the Treasurer's Administrative Fee:

The relationship of a participant's average daily fund balance to the total average daily balance of the entire Treasury pool determines the percentage of interest paid to that participant from a single apportionment. The proportionate amount of the Treasurer's Administration Fee paid by any participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135 the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury pool.

Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:

- Pursuant to Section 25250 the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collection, or disbursement of public funds.
- Pursuant to Section 25303 the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq. the County Auditor shall, at least once each quarter, perform a review of the treasurer's statement of assets.

- Pursuant to Section 27100 the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection and examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy (Policy) for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee (Committee) and the California Debt and Investment Advisory Committee.
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Committee. In addition, copies of the reports for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Commission. The report shall reflect, pursuant to the law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
 - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held.
 - A description of the funds, investments, or programs that are under the management of contracted parties, including lending programs.
 - The market values of all funds, investments or programs under the management of contracted parties, and the source of the valuation for any security within the treasury.
 - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated, and will adjust the portfolio accordingly.

Internal Controls:

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for and audited by different persons.

PROHIBITIONS ON THE ACCEPTANCE OF GIFTS AND HONORARIA:

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers or other persons with whom the County Treasury conducts business.

PROVISIONS FOR THE SEPARATE INVESTMENT MANAGEMENT OF THE GENERAL OBLIGATION BOND PROCEEDS OF LOCAL GOVERNMENTAL AGENCIES THAT ARE TREASURY POOL PARTICIPANTS:

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local governmental agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds (proceeds) of \$100,000.00 or more belonging to a local governmental agency that is a Treasury pool participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be withdrawn from the Treasury. Once authorized by a resolution of the agency issuing

the bonds as above stated, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasurer. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other pool participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss to the County Treasury or otherwise injure the Treasury pool participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury pool that are owned proportionately by all Treasury pool participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasury Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury, and will not be distributed to any other pool participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest earned on those Treasury investments that are owned proportionately by the Treasury pool participants and not separately invested.

DISCLOSURE OF SIGNIFICANT ACTIVITY:

The Treasurer's Office will inform the Office of the Inyo County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions in an aggregate amount of \$5,000,000.00 or more:

- Sale of a security prior to the stated maturity or call date of said security.
- Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
- Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 18

Consent Departmental Correspondence Action

Public Hearing Schedule time for Closed Session Informational

FROM: Public Works/Road Department

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Ratification of Cost OverRuns

DEPARTMENTAL RECOMMENDATIONS:

Your Board is asked to ratify the Department of Public Works expending money in excess of the amount approved for vehicle and equipment repair parts and tires in the 2014-2015 Road Budget 034600 on blanket purchase order P41580 and under its Purchasing Policy authority as follows:

Vendor	Authorized Amount	Requested Ratified Increase
Britt's Diesel & Automotive	\$30,000.00	\$7,611.94

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department normally requests blanket purchase orders for various parts vendors. The blanket purchase order expedites repairs since the time of issuing a purchase order, which normally takes several days, is not needed for each purchase. The issuance of a blanket purchase order does not negate the requirements of getting verbal or written quotes for the individual purchases, in accordance with the County Purchasing policy. Equipment tires were ordered the end of April 2015 and normally take 3 months to take delivery. The tires began arriving at the end of May 2015, which is 2 months earlier than normal.

ALTERNATIVES:

Your Board could choose not to authorize the issuance of blanket purchase orders or modify the amounts of the blanket authority. In the event that the blanket purchase orders are not issued, the procedure of getting purchase orders for the individual purchases would be used. The effect would be to increase the down time for the vehicle and equipment that need parts for repairs.

OTHER AGENCY INVOLVEMENT:

Purchasing, Auditor Controller

FINANCING:

Included in the 2014/15 Fiscal Year Budget, 034600, Road, Object Codes 5171 Maintenance Of Equip. Labor, 5173 Maintenance of Equip. Parts.

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: Yes

Date 07/28/15

AUDITOR/CONTROLLER

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

[Signature]

Approved: yes

Date 8/3/2015

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)

[Signature]

Date: 8/3/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 19

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Contract between the County of Inyo and the California Department of Public Health for Immunization Outreach Program

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify Agreement Number 15-10423 between the County of Inyo and the California Department of Public Health for the provision of immunization services in an amount not to exceed \$79,086.00 for the period of July 1, 2015 through June 30, 2017, contingent upon Board's approval of future budgets, and authorize the Director of Health and Human Services to sign the Standard Agreement and Certification Regarding Lobbying.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract was received from California Department of Public Health in mid-July and the routing process was initiated upon receipt.

The Immunization Outreach Program provides vaccinations to children of all ages to assure compliance with the recommended childhood immunization schedule. Outreach activities include education and onsite delivery of vaccination at the Women, Infants and Children Program (WIC) offices, health fairs, and schools. Assistance is provided to preschools, and schools, with Kindergarten and grades 7th through 12th, to meet state reporting requirements. Staff provides training on how to access and utilize the statewide immunization registry to local medical providers. Staff also works with Vaccine for Children providers in the county on vaccine issues and program changes.

ALTERNATIVES:

Not accepting the funding would result in reduction in services to the targeted population that may otherwise not access services.

OTHER AGENCY INVOLVEMENT:

Local schools, private medical providers, other programs in Health and Human Services such as WIC and Social Services

FINANCING:

Total funding for this program is \$79,086.00; \$39,503 in FY 15/16 and \$39,503 in FY 16/17, and is recognized as revenue in the Health Budget (045100).

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.) <i>Margaret Topik-Williams</i> Approved: <input checked="" type="checkbox"/> Date: <u>08/03/15</u>
AUDITOR/CONTROLLER: <i>yes</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date: <u>8/3/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: *Jean Turner* Date: 8-4-15
(Not to be signed until all approvals are received)

CALIFORNIA IMMUNIZATION PROGRAM
RFA # 15-10146 Immunization Local Assistance Grant
Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Inyo, hereinafter “Grantee”

**Implementing the project, “Provide Immunization Services to the General Public,”
hereinafter “Project”**

GRANT AGREEMENT NUMBER 15–10423

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

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, Chapter 435, which requires immunizations against childhood diseases prior to school admittance and Federal Grant # 5H23IP000717-03.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide immunization services to the general public. Local Health Department (LHD) Health Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's (CDPH) responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Seventy Nine Thousand Eighty Six dollars (\$79,086).

TERM OF GRANT: The term of the Grant shall begin on July 1, 2015, or upon approval of this grant, and terminates on June 30, 2017. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2017.

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

California Department of Public Health	Grantee:
Immunization Branch Attn: Jonathan Tandoc, Associate Governmental Program Analyst	County of Inyo Name: Anna Scott
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: 207 A West South St.

City, ZIP: Richmond, CA 94804	City, ZIP: Bishop, CA 93514
Phone: (510) 412-6053	Phone: (760) 873-7868
Fax: (510) 620-3774	Fax: (760) 873-7800
E-mail: Jonathan.Tandoc@cdph.ca.gov	E-mail: ascott@inyocounty.use

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: County of Inyo
Attention: Souk Mouanoutoua, Field Representative	Attention: Anna Scott
Address 3374 E. Shields Ave #C	Address: 207 A West South St.
City, ZIP: Fresno, CA 93726	City, ZIP: Bishop, CA 93514
Phone: (559) 228-5855	Phone: (760) 873-7868
Fax: (559) 228-5862	Fax: (760) 873-7800
E-mail: Souk.Mouanoutoua@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 Grant by this reference:

- Exhibit A GRANT APPLICATION
 The Grant Application provides the description of the project.
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
 The approved budget supersedes the proposed budget in the Grant Application.
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS #15-10146
 Including all the requirements and Attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

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

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

Executed By:

Date: _____

Jean Turner, Director
Health and Human Services
County of Inyo
163 May St.
Bishop, CA 93514

Date: _____

Yolanda Murillo, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899-7377

**CDPH Immunization Branch
Grant Application
Local Project Synopsis**

Form 3

Name of Grantee: Inyo County Health and Human Services

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

The Inyo County Department of Health and Human Services will coordinate program planning and implement strategies to improve the immunization levels of children within our local jurisdiction. In collaboration with public health staff, the Immunization Nurse will promote and provide educational training and assure quality assurance.

The current recall/reminder system is implemented monthly by program staff for health department clients. Public Health staff also assists the local childcare providers, preschools and elementary schools to submit the appropriate record reviews and reports. The medical community is provided with updated immunization information through written materials.

Program staff will participate in outreach activities through collaboration with community groups, childcare providers and other groups targeting children. At these activities information on vaccinations are provided as well as immunization record reviews. Vaccinations are frequently offered at these outreaches, in addition to the regular vaccine availability at the Public Health clinic.

The immunization staff will be continuing development of strategies to expand influenza vaccine rates among county residents and to ensure that best practice immunization information continues to be disseminated to the public and providers.

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*

**CDPH Immunization Branch
LHD Scope of Work**

Form 4

1. Service Overview

Grantee agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health (LHD) Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2.

Glossary of Acronyms

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

**CDPH Immunization Branch
LHD Scope of Work**

3. Services to be Performed

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Goals:

1) Program Management

Objective 1: To improve accountability, maximize efficiency and increase productivity under this grant.

a. Required Activities:

- i. Grantee agrees to assign the responsibility of monitoring each program activity:
1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinator's meetings, and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly grant reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Percentage of immunization funds expended.

c. Reporting Requirements:

- i. Grant reports.

**CDPH Immunization Branch
LHD Scope of Work**

2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

b. Suggested Activities:

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The Grantee will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to

**CDPH Immunization Branch
 LHD Scope of Work**

other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented grant reports.

3) Vaccine Availability

Objective 1: The grantee will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*. LHDs are responsible for ensuring that their community partners that receive State-supplied vaccine are in compliance with all storage and handling requirements.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine (excluding influenza only) may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, community partners, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,0000	50
10,000-50,000	200
>50,000-<100,000	350
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

**CDPH Immunization Branch
LHD Scope of Work**

- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- viii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff unless prior approval by CDPH.
- ix. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

b. Suggested Activities:

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.
- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., primary care, juvenile halls, community and school-based clinics and private providers).

c. Performance Measures:

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

d. Reporting Requirements:

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective 1: The Grantee is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations). Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- ii. Assist with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.

**CDPH Immunization Branch
LHD Scope of Work**

- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. Run CoCasa reports or missing immunization reports to identify patients needing recall and any trends of gaps in immunization coverage.

b. Suggested Activities:

- i. State influenza doses should be entered into CAIR as feasible.
- ii. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc., and assist CDPH Immunization Branch with addressing implementation issues within these settings.
- iii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iv. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- v. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective 1: To improve the quality and efficiency of immunization services, participate or follow up on VFC Compliance Visits, as requested by CDPH staff, to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the VFC Compliance Visit process for all LHD facilities and HDAS within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the Senior Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain an LHD database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.

**CDPH Immunization Branch
LHD Scope of Work**

- iii. Provide instructions and/or referral to the Local CAIR Representatives (LCR) or CAIR website to providers requesting guidance on using CoCASA for determining immunization coverage and missed opportunity rates.
 - iv. Assist and support the VFC Program with conducting follow-up activities as requested.
- c. Performance Measures:**
- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
 - ii. Feedback sessions conducted with sites needing additional support
- d. Reporting Requirements:**
- i. VFC Compliance Visit Reports and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

6) Perinatal Hepatitis B Prevention

Objective 1: Reduce the incidence of perinatal hepatitis B infection in the jurisdiction.

a. Required Activities:

- i. Educate prenatal care providers on:
 - 1) Screening all pregnant women for Hepatitis B Surface Antigen (HBsAg) as part of the first prenatal labs;
 - 2) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 3) Reporting HBsAg-positive pregnant women to the local health jurisdiction (LHJ) within the timeline stated by current California codes and regulations; and
 - 4) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- ii. Educate birth hospitals on:
 - 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal hepatitis B infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive and notification of LHJ if PEP is refused by the parents; and administration of a universal Hepatitis B Vaccine (HBV) birth dose.
- iii. Create a method with LHJ Communicable Disease staff to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.

**CDPH Immunization Branch
LHD Scope of Work**

- vi. Follow up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt
- vii. Follow-up with pediatrician to ensure that PVS testing occurs at 9 months and document the results
- viii. Recommend that infected infants are referred to a gastroenterologist
- ix. Report the following to CDPH
 - a. HBsAg-positive pregnant women;
 - b. Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - c. HBV-infected infants \leq 24 months of age.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures

- i. Number of birth hospitals within the jurisdiction providing Hepatitis B birth dose and screening all pregnant women for HBsAg in accordance with recommendations.
- ii. Noncompliant birth hospitals have received education regarding recommendations.
- iii. Number of infants born to HBV-infected mothers who have completed PVS testing
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine which have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number of birthing hospitals that are compliant with Hepatitis B birth dose and HBsAg screen of pregnant women recommendations.
- ii. Provide updates regarding education and assistance provided to noncompliant birth facilities.
- iii. Report birth hospitals that have successfully enrolled and are actively participating in the VFC Program.

7) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

**CDPH Immunization Branch
LHD Scope of Work**

b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

**CDPH Immunization Branch
LHD Scope of Work**

- Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- Contribute an article to newsletters/bulletins
- Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- Distribute materials for use at community health fairs/events
- Post message(s) on Facebook, Twitter
- Post a web banner on your website and/or signature line
- Advertise your message (outdoor advertising, print, radio, TV, Online)
- Conduct a health fair or other community event
- Conduct a presentation for grand round/In-service for providers
- Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- Conduct a presentation for a community group (e.g., prenatal class)
- Conduct a press event
- Issue a press release
- Issue a proclamation
- Participate in a media interview

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

**CDPH Immunization Branch
LHD Scope of Work**

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

8) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 1: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- ii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff if prior approval is given by CDPH.
- iii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

9) Assessment of Compliance with Childcare and School Immunization Entry Requirements

**CDPH Immunization Branch
LHD Scope of Work**

Objective 1: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- ii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iii. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

- i. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

RFA #15-10146
Date: 04/27/2015

Exhibit B - Budget

Form 5A

Applicant: County of Inyo
Budget Period: July 1, 2015 - June 30, 2016

<u>Objective</u>		<u>Funding Amount</u>	
1	Program Management	\$	5,983.00
2	Vaccine Accountability and Management	\$	4,135.00
3	Vaccine Availability	\$	4,418.00
4	Immunization Information Systems	\$	4,418.00
5	Provider Quality Assurance and Improvement	\$	1,789.00
6	Perinatal Hepatitis B Prevention	\$	12,500.00
7	Education, Information, Training and Partnerships	\$	2,070.00
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$	2,131.00
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$	2,099.00
Total Funding Requested within this Application:		\$	39,543.00
		Total Personnel:	\$ 35,954.00
		Total General Expenses:	\$ 3,589.00
		Budget Total:	\$ 39,543.00

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

RFA #15-10146
Date: 04/27/2015

Exhibit B - Budget

Form 5B

Applicant: County of Inyo
Budget Period: July 1, 2016 - June 30, 2017

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ 5,983.00
2	Vaccine Accountability and Management	\$ 4,135.00
3	Vaccine Availability	\$ 4,418.00
4	Immunization Information Systems	\$ 4,418.00
5	Provider Quality Assurance and Improvement	\$ 1,789.00
6	Perinatal Hepatitis B Prevention	\$ 12,500.00
7	Education, Information, Training and Partnerships	\$ 2,070.00
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ 2,131.00
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ 2,099.00
Total Funding Requested within this Application:		\$ 39,543.00
Total Personnel:		\$ 35,954.00
Total General Expenses:		\$ 3,589.00
Budget Total:		\$ 39,543.00

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Jonathan Tandoc
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

- C. Invoices shall:
 - 1) Be prepared on Grantee 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 Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 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 Grant. Subject to the terms of this Grant, 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 does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed:
- 1) \$39,543 for the budget period of 07/01/2015 through 06/30/2016.
 - 2) \$39,543 for the budget period of 07/01/2016 through 06/30/2017.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, 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 State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Allowable Line Item Shifts

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. Grantee shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Grantee.

7. 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).



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Standard Agreement between the County of Inyo and the California Department of Public Health, AIDS Drug Assistance Program, Office of AIDS

DEPARTMENTAL RECOMMENDATION:

Request Board ratify the Standard Agreement between the County of Inyo and California Department of Public Health, AIDS Drug Assistance Program, Office of AIDS for a total amount not to exceed \$4,000.00, for the period of July 1, 2015 through June 30, 2017 and authorize the Director of Health and Human Services to sign the Standard Agreement, the Contractor Certification Clauses (CCC-307), the Darfur Contracting Act Certification, and the Payee Data Record (STD 204).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This request is coming to the Board at this time since Inyo County Health and Human Services/Public Health received this Standard Agreement in mid-July. The funds allocated to this Agreement are used solely for costs associated with the administration of the AIDS Drug Assistance Program (ADAP) enrollment process provided by Inyo County Health & Human Services Public Health Division. ADAP is a medication assistance program that benefits Inyo County clients infected with HIV, who have limited health insurance and resources to obtain needed medications. This agreement is for a two-year term, ending on June 30, 2017.

ALTERNATIVES:

Non-acceptance of this grant would mean that this small allocation would not be available to cover staffing costs associated with the ADAP enrollment process.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Total amount of this grant is \$4,000 and is 100% state funded. This revenue will be budgeted in Health (45100), in State Grants (4498).

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: <u>✓</u> Date: <u>08/3/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>8/3/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8-4-15

REGISTRATION NUMBER	AGREEMENT NUMBER 15-10479
---------------------	------------------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME (Also referred to as CDPH or the State)
 California Department of Public Health
- CONTRACTOR'S NAME (Also referred to as Contractor)
 County of Inyo
2. The term of this Agreement is: July 1, 2015 through June 30, 2017
3. The maximum amount of this Agreement is: \$ 4,000
 Four Thousand 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 – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B, Attachment I – II Budget (Year 1 - 2)	2 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	16 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Information Privacy and Security Requirements	9 pages

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Turner, Director, Health and Human Services Department		
ADDRESS 163 May Street Bishop, CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		<input checked="" type="checkbox"/> Exempt per: OA Budget Act of 2015
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exhibit A
Scope of Work

1. Service Overview

California Health and Safety Code 131019 designates the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS), the services described herein.

The funds allocated pursuant to this contract agreement are solely for costs associated with the administration of the AIDS Drug Assistance Program (ADAP) enrollment.

2. Service Location

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

3. Service Hours

The services shall be provided during normal Contractor working hours.

4. Project Representatives

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

California Department of Public Health Irene Wong, OA ADAP Advisor Telephone: (916) 449-5799 Fax: (916) 449-5859 Email: irene.wong@cdph.ca.gov	County of Inyo Anna Scott, HHS Deputy Director Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: ascott@inyocounty.us
---	---

B. Direct all inquiries to:

California Department of Public Health Irene Wong, OA ADAP Advisor MS 7700, P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5799 Fax: (916) 449-5859 Email: irene.wong@cdph.ca.gov	County of Inyo Anna Scott, HHS Deputy Director 207A W. South Street Bishop, CA 93514 Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: ascott@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. Definitions of Terms

- i. ADAP – Established in 1987 to help ensure that eligible, HIV positive uninsured and under-insured individuals have access to medication on the ADAP formulary. ADAP provides medication and premium payment assistance.
- ii. ADAP Advisor – Office of AIDS (OA) ADAP staff assigned to Local Health Jurisdiction (LHJ) or Community Based Organization (CBO) for technical assistance.
- iii. ADAP Coordinator - Ensures the requirements of this contract agreement are adhered to, including, but not limited to: monitoring enrollment sites, participating on ADAP calls, and communicating to OA and Enrollment Workers and to act as the primary contact for OA.

Exhibit A
Scope of Work

- iv. ADAP Enrollment Site (ES) – OA approved local agency/entity providing ADAP enrollment services for potentially eligible HIV positive individuals.
- v. ADAP Enrollment Worker (EW) – ADAP Enrollment Site staff trained by OA and the ADAP PBM and certified to provide ADAP enrollment services.
- vi. Community Based Organization (CBO) – Non-profit 501(3)(c) entities that operate within a single local community.
- vii. Contractor – Local Public Health Agency or CBO responsible for fund distribution and designation of an ADAP Coordinator.
- viii. Fiscal Year (FY) – July 1 through June 30.
- ix. Local Health Jurisdiction (LHJ) – One of 58 counties and three cities (Pasadena, Long Beach, and Berkeley) in the state of California.
- x. Office of AIDS (OA) – Works collaboratively with state and federal agencies, LHJs, universities, and CBOs to ensure that efforts to combat the HIV/AIDS epidemic are targeted and effective.
- xi. Pharmacy Benefits Manager (PBM) – Service contractor providing operational support for ADAP enrollment and pharmacy network.

6. Services to be Performed

A. Purpose of Funds

The purpose of these funds is to support ADAP enrollment services and monitor ADAP enrollment sites within the respective LHJ.

B. Use of Funds

The Contractor must use these funds solely for activities pertaining to the provision of ADAP client enrollment services. The Contractor may distribute the funds to the ADAP Enrollment Sites, use the funds to support the local ADAP LHJ Coordinator function, or spend the funds on equipment or supplies necessary for ADAP client enrollment. OA highly encourages the Contractor to distribute the funds to ADAP Enrollment Sites. However, the LHJs determine how to utilize these funds. OA requests that guidance is provided by LHJ County Board of Supervisors or the HIV Planning Council if required by the local administration procedures.

Any purchase of equipment such as computers, printers, filing cabinets, requires prior written approval from the ADAP Advisor and is considered to be the property of CDPH OA. Since these purchases require prior written approval, they must be procured, inventoried, tagged, and disposed of in accordance with administrative equipment purchasing procedures and the Form 1603 Contractor Equipment Purchased with CDPH Funds must be completed.

Acceptable and billable ADAP administrative costs must be submitted on your electronic invoice template. If the Contractor is uncertain if an activity is an acceptable and billable ADAP administrative activity, the Contractor shall seek prior written approval of the proposed activity from the ADAP Advisor. The OA ADAP Staff Assignments by LHJ is located in this link:

<http://www.cdph.ca.gov/programs/aids/Documents/AIDS%20DRUG%20ASSISTANCE%20PROGRAM2014.pdf>.

C. Conditions of Award/ADAP Funds

FY 2013-2014 ADAP client enrollment data received from the ADAP PBM was used to determine the number of ADAP enrollments in each LHJ for FY 2015-2016 and FY 2016-17 allocations. In the instance where the Contractor is allocated funding, but does not provide an ADAP client enrollment in their LHJ during the current FY, the Contractor will not be allowed to submit invoices for reimbursement by ADAP for that FY.

Exhibit A
Scope of Work

D. Major Function, Task and Activities

The Contractor will ensure that LHJ Personnel are assigned to the ADAP Coordinator roles, and is responsible for the tasks below:

Major Function, Task and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p>Coordination and Communication with OA and local resources:</p> <ul style="list-style-type: none"> A. Knowledgeable of OA procedures and policies. <ul style="list-style-type: none"> • Participate on monthly ADAP EW calls. • Participate in quarterly ADAP Coordinator calls. • Communicate with the Site Coordinator to ensure EWs are participating on the EW calls. B. Knowledgeable of local resources for local EWs and clients. C. Coordinate with local entities (e.g. County Medi-Cal offices) to provide client assistance and services. 	<p>Monthly</p> <p>Quarterly</p> <p>Monthly</p> <p>On-going</p> <p>On-going</p>	<p>ADAP Coordinator</p> <p>ADAP Coordinator</p> <p>ADAP Coordinator</p> <p>ADAP Coordinator</p> <p>ADAP Coordinator</p>	<p>ADAP Coordinator participation (80 percent) or provide an attendance proxy.</p> <p>Report service needs or deficiencies and propose recommendations to resolve and provide best practices to ADAP.</p> <p>Track EWs participation on the monthly ADAP EW calls to ensure 80 percent attendance.</p> <p>Communicate to local EWs and client resources as gaps are identified and/or as resources become available.</p> <p>Communicate information with local entities and local EWs.</p>
<p>ADAP Enrollment Site Coordination</p> <ul style="list-style-type: none"> A. Contact designated ADAP Advisor regarding site changes in the LHJ: <ul style="list-style-type: none"> • Activation of new site • Deactivation of existing site 	<p>As needed</p>	<p>ADAP Coordinator</p>	<p>Submit written requests to CDPH/OA, the Application for New AIDS Drug Assistance Program (ADAP) Enrollment Site form. (See Exhibit E 1.A.3.a.)</p>

Exhibit A
Scope of Work

Major Function, Task and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p>ADAP reserves the right to add new ADAP Enrollment Sites.</p> <p>B. Coordinate with local site contacts and EWs regarding site changes in the LHJ:</p> <ul style="list-style-type: none"> • During times when Enrollment Sites experience EW transition, provide alternate contacts for ADAP services. 	<p>ADAP Coordinator Monitoring Tool</p> <p>As needed</p>	<p>ADAP Coordinator</p> <p>ADAP Coordinator</p>	<p>Monitor new and/or deactivated Enrollment Sites to ensure compliance with ADAP guidelines and policies regarding security and confidentiality for the physical site. ADAP Coordinator will provide the ADAP Coordinator Monitoring Tool. (See Exhibit E 1.A.3.b.)</p> <p>During times of EW and site transition, provide alternate EW and site information to the EWs in the LHJ to ensure services for ADAP clients. Also, communicate information to OA ADAP advisor.</p>
<p>Audits and Retention:</p> <p>A. Maintain necessary program invoicing records documenting the total costs submitted for reimbursement.</p> <p>B. Maintain necessary program invoicing records documenting the total costs submitted for reimbursement.</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>ADAP Coordinator</p> <p>ADAP Coordinator</p>	<p>Records shall be maintained for at least four years (current year, plus three prior years) from the ending date of this contract agreement, or until the termination of all state and federal audits, whichever is later.</p> <p>Records will be made available three business days after the request has been made to view records.</p>
<p>Invoicing Requirements</p> <p>A. Submit invoices for reimbursement to the ADAP Advisor.</p>	<p>Quarterly</p>	<p>ADAP Coordinator</p>	<p>Submit invoices on the CDPH electronic invoice template.</p>

Exhibit A
Scope of Work

Major Function, Task and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p>Confidentiality</p> <p>A. Abide by all applicable laws and ADAP program guidelines regarding confidentiality of ADAP client eligibility files and protected health information when working ADAP data.</p>	<p>Ongoing</p>	<p>ADAP Coordinator and staff who may view ADAP data</p>	<p>Sign HIV/AIDS Confidentiality Agreement forms 8689 annually Exhibit E 1.2.3.c).</p>
<p>Information Privacy and Security Requirements</p> <p>A. Abide by the provisions as stated in "Exhibit G, Information Privacy and Security Requirements," and agrees to ensure adherence to physical, and technical safeguards of protected health information as established by this contract agreement.</p>	<p>Ongoing</p>	<p>ADAP Coordinator</p>	<p>Refer to Exhibit G</p>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Item amounts specified in Exhibit B, Attachment I-II.
- C. Invoices shall include the contract agreement number. The Contractor may submit quarterly invoices of up to \$30,000 (not to exceed the allocation amount), or one quarter of the Contractor allocation, whichever is greater. All invoices shall be received by ADAP no sooner than the end of the quarter, and no later than the due date noted below.

A supplemental invoice may be submitted to complete any outstanding invoicing need. The supplemental invoice shall be limited to no more than one per fiscal year (FY).

First Quarter:	July 1 – September 30
Invoice no later than:	November 15
Second Quarter:	October 1 – December 31
Invoice no later than:	February 15
Third Quarter:	January 1 – March 31
Invoice no later than:	May 15
Fourth Quarter:	April 1 – June 30
Invoice no later than:	August 15
(FINAL) Supplemental:	July 1 – June 30
Invoice no later than:	August 15

Payment may be denied at the sole discretion of ADAP for invoices that are received after the due date.

D. Direct invoices to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
P.O. Box 997426
Sacramento, CA 95899-7426

E. Invoices shall:

- 1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by CDPH Contract Manager.
- 2) Invoices must be submitted to CDPH electronically only. Hard copies are not required.
- 3) Identify the billing and/or performance period covered by the invoice.

Exhibit B
Budget Detail and Payment Provisions

- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

F. Amounts Payable

The amounts payable under this agreement shall not exceed:

- 1) \$2,000 for the budget period of 07/01/15 through 06/30/16.
- 2) \$2,000 for the budget period of 07/01/16 through 06/30/17.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. Final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

Exhibit B
Budget Detail and Payment Provisions

- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. ADAP shall authorize payment in arrears up to the maximum allocation of this contract agreement upon the execution of this contract agreement. Any costs billed under this contract agreement that are determined to fall outside the purview of this contract agreement (i.e., are not directly related to the provision of ADAP client enrollment services) will not be reimbursable under this contract agreement.
- E. Upon receipt of the quarterly ADAP invoice, ADAP will reimburse the Contractor for administrative costs associated with the provision of ADAP enrollment services in the local health jurisdiction (LHJ), not to exceed the maximum amount reimbursable under this contract agreement. Reimbursement to the Contractor will be contingent upon receipt of the signed contract agreement, the provision of ADAP client enrollment services (as verified by ADAP through ADAP enrollment data), and a completed ADAP invoice within the required timeframe.
- F. It is mutually understood between the parties that this contract agreement may have been written before ascertaining the availability of federal or state funds for the mutual benefit of both parties in order to avoid program delays that would occur if the contract agreement were executed after that determination. This contract agreement is valid and enforceable only to the extent that sufficient funds are made available to ADAP by the U.S. Government and/or by the California Department of Public Health (CDPH) for the purposes of this program. If sufficient federal and/or state funds are not made available pursuant to the contract agreement, this contract agreement shall be invalid and have no further force and effect. In this event, ADAP shall have no liability to pay any state funds whatsoever to the Contractor, furnish any other considerations under this contract agreement, and the Contractor shall not thereafter be obligated to perform any duties of this contract agreement.
- G. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.

Exhibit B
Budget Detail and Payment Provisions

- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

**Exhibit B - Attachment I
Budget Detail
July 1, 2015 - June 30, 2016**

A. PERSONNEL	Position Title	Annual Salary	Total FTE %	Annual Cost
	Prevention Specialist	\$51,950	3.85%	\$ 2,000
			Total Personnel	\$ 2,000
B. FRINGE BENEFITS	0.00% of salaries		Total Fringe	
			Total Personnel & Fringe Benefits	\$ 2,000
C. INDIRECT COSTS	0.00% of total personnel and fringe benefits		Total Indirect Costs	
			Total Budget	\$ 2,000

**Exhibit B - Attachment II
Budget Detail
July 1, 2016 - June 30, 2017**

A. PERSONNEL	Position Title	Annual Salary	Total FTE %	Annual Cost
	Prevention Specialist	\$51,950	3.85%	\$ 2,000
			Total Personnel	\$ 2,000
B. FRINGE BENEFITS	0.00% of salaries		Total Fringe	
			Total Personnel & Fringe Benefits	\$ 2,000
C. INDIRECT COSTS	0.00% of total personnel and fringe benefits		Total Indirect Costs	
			Total Budget	\$ 2,000



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: HEALTH & HUMAN SERVICES, ESAAA

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Approval of the Standard Agreement for Contract Number AP-1516-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve contract #AP-1516-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$734,760 for the period of July 1, 2015 through June 30, 2016, and authorize the Chairperson to sign the Standard Agreement (STD 213), and the Contractor/Vendor Statement of Confidentiality (CDA 1024), contingent upon the Board's adoption of the FY 15/16 budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is a standard State Contract with total annual funding of \$734,760, consistent with prior year. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Of the \$734,760, a portion of the funding will be allocated to Mono County to provide their services to seniors. This contract is for the 4th year of the previous four-year plan. In 2015-16, HHS will be required to conduct a new needs assessment of seniors in the region and re-determine the share of services across the region.

ALTERNATIVES:

Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

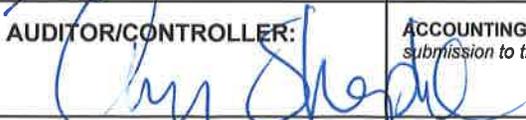
OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, CA Indian Legal Services

FINANCING:

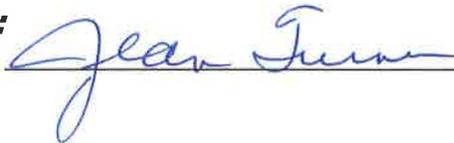
State and Federal dollars. Total amount of this contract is \$734,760, and will be budgeted as revenue in the ESAAA Budget (683000) in the State and Federal revenue object codes.

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: <u>Yes</u> Date: <u>9/24/15</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>✓ YES</u> Date: <u>7/25/15</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
BUDGET OFFICER: N/A	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8-4-15

AGREEMENT NUMBER AP-1516-16
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
 California Department of Aging

CONTRACTOR'S NAME
 County of Inyo

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

3. The maximum amount of this Agreement is: **\$ 734,760.00**
 Seven hundred thirty-four thousand seven hundred sixty and 00/100 dollars

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

Exhibit A – Scope of Work	15 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	14 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	33 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	14 page(s)

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Matt Kingsley- Chairperson		
ADDRESS 163 May Street Bishop CA 93514-2709		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Glenn Wallace, Manager, Contracts and Business Services Section		<input checked="" type="checkbox"/> Exempt per: AG OP 80-111
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		

Exhibit A – Scope of Work

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. AP-1516-16, in accordance with this Agreement.
2. The services shall be performed in Planning and Service Area(s): 16.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor County of Inyo
Name: June Ditgen	Name: Jean Turner
Phone (916) 419-7556	Phone: (707) 873-6364
Fax: (916) 928-2510	Fax: (760) 873-5103

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Inyo
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency On Aging
Attention: Don Fingado	Attention: Melissa Best-Baker
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 163 May Street Bishop CA 93514-2709
Phone: (916) 419-7157	Phone: (760) 878-0232
Fax: (916) 928-2500	Fax: (760) 878-0266
Email: don.fingado@aging.ca.gov	Email: mbestbaker@inyocounty.us

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than 18 years of age or who is an individual with a disability. [OAA §372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA §305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA §305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

Individuals eligible to receive a meal at a congregate nutrition site are:

- a. Any older individual.
 - b. The spouse of any older individual.
 - c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA §302(3)]

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. **Grandparent or Older Individual Who is a Relative Caregiver** means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who:
 - a. Lives with the child;
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.

[OAA §372(a)(2)(A)-(C)]
7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with Severe Disability(ies)** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities. [OAA §102(a)(48)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior federal fiscal year.

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. PROGRAM DEFINITIONS (Continued)

13. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
15. **Priority Services for Title III E** means services provided to family caregivers who care for individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers who care for children with severe disabilities. [OAA §372(b)(1)-(2)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities. Program income is:
- a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. Proceeds from the sale of items created under a contract agreement.
18. **Program Requirements** means Title III program requirements found in the OAA (42 U.S.C. 3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7000 et seq.); and CDA Program Memoranda.
19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA §321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010. To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria:
- a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA §315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4); 22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)]
21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the current Dietary Guidelines for Americans, 2010.
22. **Title III D (Disease Prevention and Health Promotion Services)** means program activities that have been demonstrated through rigorous

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. PROGRAM DEFINITIONS (Continued)

evaluation to be evidence-based and effective. Programs may include a variety of activities to maintain or improve the physical, mental, and nutritional health of older persons.

23. **Title III E Family Caregiver Support Program (FCSP) Categories are:**

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities)

1. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§102(a)(35), 321(a)(10); Welf. & Inst. Code §9701(b),(e)]

The Local Ombudsman Program may serve residents under 60 years of age if:

- a. A majority of the residents of the facility where the younger person resides are over age 60 and
- b. Such service does not weaken or decrease service to older individuals covered by the OAA.

[Policy of the Office of Elder Rights Protection, Administration on Aging; July 15, 1996]

2. **Local Ombudsman Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative; complete State

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. PROGRAM DEFINITIONS (Continued)

training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman's criteria for designation and concurrence. [OAA §§712(a)(5)(A), 712(h)(5)]
[Welf. & Inst. Code §§9701(d), 9719]

3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the PSA. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence.
[OAA §§711(3), 712(a)(5)(D)] [Welf. & Inst. Code §9701(a)]
4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the AAAs. As a program of CDA, the OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. The OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance.
[OAA §§712(a)(1)(A), 712(a)(3)(C),(F), 712(h)]
[Welf. & Inst. Code §§9710, 9716, 9717]
5. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass State and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and procedures established by the State Ombudsman.
[OAA §§711(5), 712(a)(5)(A), 712(h)(5)]
[Welf. & Inst. Code §§9712.5, 9719]

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. **State Long-Term Care Ombudsman Program** means the CDA program that is recognized by the State Legislature and is in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA §712(a)(1)(B)] [Welf. & Inst. Code §9700]
7. **State Ombudsman** means the individual who serves as the full-time head of the OSLTCO. The State Ombudsman is appointed by the CDA Director and reports directly to this Director. With the participation of the AAAs, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAAs' responsibilities for the provision of Ombudsman services in each PSA – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA §§712(a)(2)-(3), 712(a)(5)(D)(ii), 712(e); Welf. & Inst. Code §§9701(f), 9711]

C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) [42 U.S.C. 3058i] [OAA §721], including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensuring the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. PROGRAM DEFINITIONS (Continued)

5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
6. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
7. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA §306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than 10 percent (10%) requires written approval from CDA. A service unit reduction of greater than 20 percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE II. SCOPE OF WORK (Continued)

3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA §721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE II. SCOPE OF WORK (Continued)

Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR 200.331] Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2 which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a) Inspection of non-food preparation nutrition sites at least every other year.
 - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c) Inspection of central kitchens sites annually on-site.
[22 CCR 7634.3(d)]
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE II. SCOPE OF WORK (Continued)

19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1 of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 U.S.C. 3026(a)(8)(C).
22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 U.S.C. 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C1, C2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-deliver meal to an eligible individual who is:
 - a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
 - b. A spouse of a person in 22 CCR 7638.7(c)(1), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
 - d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).

22 CCR 7638.7(c)

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE II. SCOPE OF WORK (Continued)

27. Report a meal only once either as a Title III meal or a Title VI meal.
28. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

[1 U.S.C. 7 - Section 3 of the Defense of Marriage Act]

B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA §712(a)(5)(B)(i)]
[Welf. & Inst. Code §§9701(a), 9712.5(b)]
2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA §712(a)(5)(B)(ii)]
[Welf. & Inst. Code §9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE II. SCOPE OF WORK (Continued)

complainant shall be notified in writing of the decision not to investigate and the reasons for the decision.
[OAA §712(a)(5)(B)(iii)] [Welf. & Inst. Code §§9701(a), 9712.5(a)]

4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [Welf. & Inst. Code §15630 et seq.]
5. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]
6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA §712(c), Welf. & Inst. Code §9716(a)].
7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA §712(a)(5)(B)(iv), Welf. & Inst. Code §9712.5(e)]
8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA §712(a)(5)(B)(v)] [Welf. & Inst. Code §9712.5(g)(i)]
9. Support the development of resident and family councils. [OAA §712(a)(5)(B)(vi)] [Welf. & Inst. Code §9726.1(a)(3)]
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA §712(a)(5)(B)(vii)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA §712(a)(3)(D); Welf. & Inst. Code §9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code §9726.1(a)(1)]

Scope of Work – Exhibit A
AREA PLAN – Fiscal Year 2015-16

ARTICLE II. SCOPE OF WORK (Continued)

- c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code §9726.1(a)(2), (4)]
 - d. Establish (in addition to support) resident, family and friends' councils. [Welf. & Inst. Code §9726.1(a)(3)]
 - e. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code §9726.1(a)(5)]
 - f. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [Welf. & Inst. Code §9712.5(a)(2)]
- 11. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.
 - 12. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
 - 13. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage - <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) - <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging - <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16**

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [2 CFR Part 200].

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in [45 CFR 92.20 (governmental) or 45 CFR 74.21] (non-profits) as well as those stipulated in [2 CFR 200.302] Financial management:

- a. Financial Reporting
- b. Accounting Records
- c. Complete Disclosure
- d. Source Documentation
- e. Internal Control
- f. Budgetary Control
- g. Cash Management (written procedures)
- h. Allowable Costs (written procedures)

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16**

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government or the Budget Acts of the appropriate fiscal years for purposes of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available; the itemized budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the contract pursuant to Exhibit D, Article XII, A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
- b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced, (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. FUNDS (Continued)

discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and Subcontractors for administrative expense [2 CFR 200.305(b)(9)].
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget the excess amount may be

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. FUNDS (Continued)

deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

G. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) (b).
 - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

I. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles IIIB, IIIC-1, IIIC-2, IIIE, and IIIC-1 and IIIC-2 General Fund administration allocations.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in G.1 of this Article and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.
- D. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- E. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the subcontract and will have, at a minimum, the categories listed in Section B. above.
- F. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by CDA.
- G. Line Item Transfers
- The Contractor may transfer contract funds between line items under the following terms and conditions:
1. The Contractor shall submit a revised budget to the Department for any line item transfer of funds which exceeds 10 percent (10%) of the total budget for each funding source. [Title III-B, C-1, C-2, D, E], [Title VIIA and B]
 2. The Contractor shall maintain a written record of all budget changes and clearly document line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

H. Allocation Transfers

1. Requests to transfer federal or State funds shall be submitted to CDA for approval with the original or revised Area Plan Budget.
 - a. Transfer of federal baseline funds is allowable between Titles IIIB and IIIC in accordance with OAA 308(b)(5)(A) and between Titles, IIIC-1, and IIIC-2 in accordance with OAA Section 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title IIIC-1 General Fund and Title IIIC-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

I. Matching Requirements

1. The required minimum administration matching contributions for Title IIIB, IIIC, & IIIE combined is 25 percent (25%).
2. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10 percent (10%).
3. The required minimum program matching contributions for Title IIIE is 25 percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title IIIB, IIIC, & IIID can be pooled to meet the minimum requirement of 10 percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title IIIB, IIIC, or IIID cannot be used to meet the program match requirement for IIIE.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

8. Of the total minimum match required for Title III at least 25 percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent (20%) of the total Title III E federal and matching non-federal share.

J. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, III C, & III E funds allocated for area plan administration costs. During the contract period, Program Development or Coordination activities and area plan administration activities can occur simultaneously. (See Article IV. of this Exhibit of this Agreement for reconciliation during the closeout period.)

K. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 10 percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414]

ARTICLE III. PAYMENTS

A. Title IIIB, IIIC, IIID, IIIE, VII Ombudsman and VII Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30th of each month as follows, or unless otherwise specified by the Department.

Monthly Fiscal Reporting Due Dates

RFF Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
RFF Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
Expenditure Report Month	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Expenditure Report Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

*The table is a standard request for funds (RFF) and expenditure reporting schedule. If the effective date of this contract is not July 1, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this contract period and end with the month preceding the last full month of the contract.

B. Ombudsman Citation Penalties Account and Skilled Nursing Facility Quality and Accountability Funds

The Contractor shall submit a monthly expenditure report and a request for funds by the 30th of each month unless otherwise specified by CDA.

C. During the contract period, CDA shall advance funds based on an analysis of current cash needs.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2015-16

ARTICLE III. PAYMENTS (Continued)

- D. Upon execution of this Agreement, CDA will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.
- E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

ARTICLE IV. CLOSEOUT

- A. The Area Plan Financial Closeout Report and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2015-16 (Federal Funding Year 2015)
 County of Inyo**

3 months (July 1, 2015 - September 30, 2015)

	Project Number	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change	Expenditures	Remaining Balance
Supportive Services										
Federal Title IIIB	3BSL15-15	25,740	-	-	25,740	-	25,740	-	-	25,740
Total Supportive Services		25,740	-	-	25,740	-	25,740	-	-	25,740
Ombudsman										
Federal Title IIIB	3BOL15-15	3,769	-	-	3,769	-	3,769	-	-	3,769
Federal Title VIIa	7OFL15-15	4,746	-	-	4,746	-	4,746	-	-	4,746
Special Deposit (SDF)	SDFL15-15	300	-	-	300	-	300	-	-	300
SNF Quality & Accountability	SNFL15-15	4,248	-	-	4,248	-	4,248	-	-	4,248
Total Ombudsman		13,063	-	-	13,063	-	13,063	-	-	13,063
Congregate Nutrition										
Federal Title IIIC1	3C1L15-15	35,886	-	-	35,886	-	35,886	-	-	35,886
General Fund C1	C1GL15-15	14,633	-	-	14,633	-	14,633	-	-	14,633
NSIP C1	NC1L15-15	3,149	-	-	3,149	-	3,149	-	-	3,149
Total Congregate Nutrition		53,668	-	-	53,668	-	53,668	-	-	53,668
Home-Delivered Meals										
Federal Title IIIC2	3C2L15-15	18,105	-	-	18,105	-	18,105	-	-	18,105
General Fund C2	C2GL15-15	45,610	-	-	45,610	-	45,610	-	-	45,610
NSIP C2	NC2L15-15	7,349	-	-	7,349	-	7,349	-	-	7,349
Total Home Delivered Meals		71,064	-	-	71,064	-	71,064	-	-	71,064
Disease Prevention										
Federal Title IIID	3DFL15-15	621	-	-	621	-	621	-	-	621
Total Disease Prevention		621	-	-	621	-	621	-	-	621
Family Caregiver										
Federal Title IIIE	3EFL15-15	4,183	-	-	4,183	-	4,183	-	-	4,183
Total Title IIIE		4,183	-	-	4,183	-	4,183	-	-	4,183
Elder Abuse										
Federal Title VII	7EFL15-15	157	-	-	157	-	157	-	-	157
Total Elder Abuse		157	-	-	157	-	157	-	-	157
Administration										
Federal Title IIIB	3BAL15-15	4,602	-	-	4,602	-	4,602	-	-	4,602
Federal Title IIIC1	C1AL15-15	5,740	-	-	5,740	-	5,740	-	-	5,740
Federal Title IIIC2	C2AL15-15	2,896	-	-	2,896	-	2,896	-	-	2,896
Federal Title IIIE	3EAL15-15	1,924	-	-	1,924	-	1,924	-	-	1,924
General Fund C1	1GAL15-15	28	-	-	28	-	28	-	-	28
General Fund C2	2GAL15-15	7	-	-	7	-	7	-	-	7
Total Administration		15,197	-	-	15,197	-	15,197	-	-	15,197
Funding Summary										
Federal Funds		118,867	-	-	118,867	-	118,867	-	-	118,867
General Fund		60,278	-	-	60,278	-	60,278	-	-	60,278
SNF Quality & Accountability		4,248	-	-	4,248	-	4,248	-	-	4,248
Special Deposit		300	-	-	300	-	300	-	-	300
Grand Total - All Funds		183,693	-	-	183,693	-	183,693	-	-	183,693

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 1,629
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 814
 The minimum General Fund to be expended for State Match in Title III is: 4,727

CFDA NUMBER	Year	Award #	Award Name
93.041	2015	15AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2015	15AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.043	2015	15AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2015	15AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2015	15AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2015	15AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2015-16 (Federal Funding Year 2016)
 County of Inyo**

9 months (October 1, 2015 - June 30, 2016)

Project Number	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	3BSL16-15	77,219	-	77,219	-	77,219	-
Total Supportive Services		77,219	-	77,219	-	77,219	-
Ombudsman							
Federal Title IIIB	3BOL16-15	11,307	-	11,307	-	11,307	-
Federal Title VIIa	7OFL16-15	14,238	-	14,238	-	14,238	-
Special Deposit (SDF)	SDFL16-15	899	-	899	-	899	-
SNF Quality & Accountability	SNFL16-15	12,743	-	12,743	-	12,743	-
Total Ombudsman		39,187	-	39,187	-	39,187	-
Congregate Nutrition							
Federal Title IIIC1	3C1L16-15	107,657	-	107,657	-	107,657	-
General Fund C1	C1GL16-15	43,897	-	43,897	-	43,897	-
NSIP C1	NC1L16-15	9,448	-	9,448	-	9,448	-
Total Congregate Nutrition		161,002	-	161,002	-	161,002	-
Home-Delivered Meals							
Federal Title IIIC2	3C2L16-15	54,314	-	54,314	-	54,314	-
General Fund C2	C2GL16-15	136,830	-	136,830	-	136,830	-
NSIP C2	NC2L16-15	22,047	-	22,047	-	22,047	-
Total Home Delivered Meals		213,191	-	213,191	-	213,191	-
Disease Prevention							
Federal Title IIID	3DFL16-15	1,864	-	1,864	-	1,864	-
Total Disease Prevention		1,864	-	1,864	-	1,864	-
Family Caregiver							
Federal Title IIIE	3EFL16-15	12,547	-	12,547	-	12,547	-
Total Title IIIE		12,547	-	12,547	-	12,547	-
Elder Abuse							
Federal Title VII	7EFL16-15	469	-	469	-	469	-
Total Elder Abuse		469	-	469	-	469	-
Administration							
Federal Title IIIB	3BAL16-15	13,805	-	13,805	-	13,805	-
Federal Title IIIC1	C1AL16-15	17,220	-	17,220	-	17,220	-
Federal Title IIIC2	C2AL16-15	8,688	-	8,688	-	8,688	-
Federal Title IIIE	3EAL16-15	5,771	-	5,771	-	5,771	-
General Fund C1	1GAL16-15	82	-	82	-	82	-
General Fund C2	2GAL16-15	22	-	22	-	22	-
Total Administration		45,588	-	45,588	-	45,588	-
Funding Summary							
Federal Funds		356,594	-	356,594	-	356,594	-
General Fund		180,831	-	180,831	-	180,831	-
SNF Quality & Accountability		12,743	-	12,743	-	12,743	-
Special Deposit		899	-	899	-	899	-
Grand Total - All Funds		551,067	-	551,067	-	551,067	-

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 4,885
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 2,442
 The minimum General Fund to be expended for State Match in Title III is: 14,180

CFDA NUMBER	Year	Award #	Award Name
93.041	2016	16AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2016	16AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2016	16AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2016	16AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2016	16AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2016	16AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2016	16AACANSIP	Older Americans Act Title III-Grants for State & Community Programs on Aging

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2015-16
 County of Inyo**

12 Month Total (July 1, 2015 - June 30, 2016)

	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	102,959	-	-	102,959	-	102,959	-
Total Supportive Services	102,959	-	-	102,959	-	102,959	-
Ombudsman							
Federal Title IIIB	15,076	-	-	15,076	-	15,076	-
Federal Title VIIa	18,984	-	-	18,984	-	18,984	-
Special Deposit (SDF) SNF Quality & Accountability	1,199	-	-	1,199	-	1,199	-
Total Ombudsman	52,250	-	-	52,250	-	52,250	-
Congregate Nutrition							
Federal Title IIIC1	143,543	-	-	143,543	-	143,543	-
General Fund C1	58,530	-	-	58,530	-	58,530	-
NSIP C1	12,597	-	-	12,597	-	12,597	-
Total Congregate Nutrition	214,670	-	-	214,670	-	214,670	-
Home-Delivered Meals							
Federal Title IIIC2	72,419	-	-	72,419	-	72,419	-
General Fund C2	182,440	-	-	182,440	-	182,440	-
NSIP C2	29,396	-	-	29,396	-	29,396	-
Total Home Delivered Meals	284,255	-	-	284,255	-	284,255	-
Disease Prevention							
Federal Title IIID	2,485	-	-	2,485	-	2,485	-
Total Disease Prevention	2,485	-	-	2,485	-	2,485	-
Family Caregiver							
Federal Title IIIE	16,730	-	-	16,730	-	16,730	-
Total Title IIIE	16,730	-	-	16,730	-	16,730	-
Elder Abuse							
Federal Title VII	626	-	-	626	-	626	-
Total Elder Abuse	626	-	-	626	-	626	-
Administration							
Federal Title IIIB	18,407	-	-	18,407	-	18,407	-
Federal Title IIIC1	22,960	-	-	22,960	-	22,960	-
Federal Title IIIC2	11,584	-	-	11,584	-	11,584	-
Federal Title IIIE	7,695	-	-	7,695	-	7,695	-
General Fund C1	110	-	-	110	-	110	-
General Fund C2	29	-	-	29	-	29	-
Total Administration	60,785	-	-	60,785	-	60,785	-
Funding Summary							
Federal Funds	475,461	-	-	475,461	-	475,461	-
General Fund	241,109	-	-	241,109	-	241,109	-
SNF Quality & Accountability	16,991	-	-	16,991	-	16,991	-
Special Deposit	1,199	-	-	1,199	-	1,199	-
Grand Total - All Funds	734,760	-	-	734,760	-	734,760	-

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 6,514
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 3,256
 The minimum General Fund to be expended for State Match in Title III is: 18,907



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES – Public Health and Prevention

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Request to hire a Health and Human Services Specialist in the HHS Public Health and Prevention division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A. the availability of funding for the requested positions exists in the First 5 budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller; and
- B. where internal candidates meet the qualifications for the position; the vacancy could possibly be filled through an internal recruitment, though an open recruitment may be required if no internal candidates are found; and
- C. approve the hiring of one Health and Human Services Specialist II (Range 53, \$2,950 - \$3,587).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Public Health and Prevention division recently received a resignation from our HHS Specialist II in the First 5 program, who has accepted a promotion in another County department.

The HHS Specialist II position is responsible for a variety of clerical and paraprofessional duties, including: preparation of First 5 Commission meeting agendas, minutes, and meeting packets; support and participation at public outreach events; collecting, inputting and synthesizing data collected from parents, community partners, and the general public; and providing education or referrals for a variety of treatment and prevention programs. HHS is respectfully requesting permission to fill the vacancy in order to continue the provision of these important functions.

ALTERNATIVES:

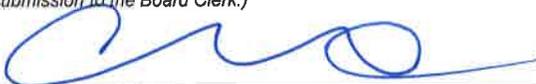
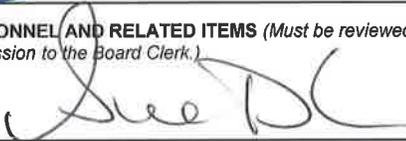
Denying this request would mean that the First 5 program, and other prevention programs, would not have the clerical and paraprofessional support needed to function efficiently and effectively.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This position is budgeted in First 5 (643000) in the Salaries and Benefits object codes. No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>egs</u> Date: <u>8/5/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>7/31/15</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

8-4-15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: HEALTH & HUMAN SERVICES/ Prevention

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Approval and Ratification of Fiscal Year 2015-2016 Tobacco Control Program Allocation Agreement

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve the Allocation Agreement between the County of Inyo and California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$150,000.00, for the period of July 1, 2015, through June 30, 2016, and authorize Jean Turner, Director of Health and Human Services to sign Allocation Agreement No. CTCP-13-14.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The 2015-16 fiscal year represents the third year of a 4-year contract period covering July 1, 2013- June 30, 2017. The California Department of Public Health/Tobacco Control Program (CTCP) required a 'Bridge Year' plan for 2013-2014 and a separate 2014-2017 plan. The comprehensive 3-year plan for 2014-2017 includes a scope of work and budget, a policy objective, a required Healthy Stores for a Healthy Community Retail objective, and a plan for final evaluation reports.

The allocation agreement for \$150,000 for FY 15/16 was sent to Inyo County on July 15, 2015.

The Tobacco Control Program has been in existence since 1989. The primary mission of the Tobacco Control Program is to inform and educate the general public on the dangers of tobacco use and abuse, to promote healthy lifestyles for individuals and families, and to decrease exposure to the hazards of secondhand smoke. In addition, the Tobacco Control Program attempts to create movement towards social norms change with organizations, businesses, and local governments. The program also has a goal of updating the general public on the topic of tobacco as a gateway drug and conducts prevention education to the community regarding alcohol, marijuana, and other drugs.

The funds the County will receive will not be used to supplant existing funding and will be spent according to the budget approved by the California Department of Public Health. The signed "Acceptance of Allocation Agreement" serves as acceptance of the allocation for FY 15/16 and acknowledges the conditions attached to the funds. The Comprehensive Tobacco Control Plan for FY 2014-2017 and the final allocation agreement will end on June 30, 2017. Any remaining balances must be returned to the CDPH Cigarette and Tobacco Surtax Fund.

ALTERNATIVES:

Not signing this agreement would disallow Inyo County from accepting the funds for FY15/16.

OTHER AGENCY INVOLVEMENT:

Inyo County Superior Court, Inyo County Superintendent of Schools, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Lone Pine High School.

FINANCING:

State and Federal funding for the local Tobacco Control Education Program is \$150,000.00. Funds will be brought into the Tobacco Prevention budget (640314) in State Grants (4498) as reported on the reimbursement requests submitted to the State. No County General Funds.

APPROVALS	
COUNTY COUNSEL: <i>Yes</i>	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: <i>Margaret Kemp-Williams</i> Date: <i>07/28/15</i>
AUDITOR/CONTROLLER: <i>[Signature]</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <i>[Signature]</i> Date: <i>8/3/2015</i>
PERSONNEL DIRECTOR: <i>N/A</i>	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)

Jean Turner Date: *8-4-15*

ACCEPTANCE OF ALLOCATION AGREEMENT

The County of Inyo

Agreement Number: CTCP-10-14

Agreement Amount: \$150,000.00

FUNDING PERIOD: July 1, 2012 through June 30, 2013

I certify that this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

Authorized Signature

Date

Printed Name and Title

California Tobacco Control Program Local Lead Agency Allocation Table for FY's 10/11, 11/12, and 12/13

(As of May 14, 2012)

LOCAL LEAD AGENCY	AGREEMENT NUMBER	\$16,216,000 FY 10/11 ALLOCATION <small>(May 2010 Revised)</small>	\$14,616,000 FY 11/12 ALLOCATION <small>1-Jul-11</small>	\$14,047,000 FY 12/13 ALLOCATION <small>Estimate</small>	(\$2,046,000) FY 12/13 adjustment <small>±</small>	\$12,001,000 FY 12/13 ALLOCATION <small>May Revise 2012 14-May-12</small>	TOTAL CONTRACT
Alameda	CTCP-10-01	\$351,417	\$269,285	\$237,698	(\$87,696)	\$150,000	\$770,682
Berkeley	CTCP-10-01A	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Alpine	CTCP-10-02	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Amador	CTCP-10-03	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Butte	CTCP-10-04	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Calaveras	CTCP-10-05	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Colusa	CTCP-10-06	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Contra Costa	CTCP-10-07	\$190,641	\$150,000	\$150,000	\$0	\$150,000	\$490,641
Del Norte	CTCP-10-08	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
El Dorado	CTCP-10-09	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Freano	CTCP-10-10	\$283,921	\$237,404	\$219,529	(\$89,529)	\$150,000	\$671,325
Glenn	CTCP-10-11	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Humboldt	CTCP-10-12	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Imperial	CTCP-10-13	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Inyo	CTCP-10-14	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Kern	CTCP-10-15	\$180,608	\$150,000	\$150,000	\$0	\$150,000	\$480,608
Kings	CTCP-10-16	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Lake	CTCP-10-17	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Lassen	CTCP-10-18	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Los Angeles	CTCP-10-19	\$4,256,541	\$3,534,587	\$3,257,160	(\$1,047,477)	\$2,209,683	\$10,000,811
Pasadena	CTCP-10-19B	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Long Beach	CTCP-10-19A	\$224,757	\$187,934	\$173,764	(\$23,764)	\$150,000	\$562,691
Madera	CTCP-10-20	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Marin	CTCP-10-21	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Mariposa	CTCP-10-22	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Mendocino	CTCP-10-23	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Merced - California Health Collaborative	CTCP-10-24 10-10294	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Modoc	CTCP-10-25	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Mono	CTCP-10-26	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Monterey	CTCP-10-27	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Napa	CTCP-10-28	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Nevada	CTCP-10-29	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Orange	CTCP-10-30	\$543,229	\$454,228	\$420,028	(\$126,654)	\$294,374	\$1,291,831
Placer	CTCP-10-31	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Plumas	CTCP-10-32	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Riverside	CTCP-10-33	\$336,437	\$281,367	\$260,131	(\$77,334)	\$162,247	\$800,211
Sacramento	CTCP-10-34	\$348,063	\$291,038	\$269,124	(\$80,510)	\$188,614	\$827,715
San Benito	CTCP-10-35	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
San Bernardino	CTCP-10-36	\$401,454	\$335,681	\$310,406	(\$92,890)	\$217,546	\$954,081
San Diego	CTCP-10-37	\$634,035	\$530,157	\$490,239	(\$146,658)	\$243,581	\$1,507,773
San Francisco	CTCP-10-38	\$563,829	\$476,470	\$440,595	(\$131,807)	\$308,788	\$1,355,087
San Joaquin	CTCP-10-39	\$164,097	\$150,000	\$150,000	\$0	\$150,000	\$484,097
San Luis Obispo	CTCP-10-40	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
San Mateo	CTCP-10-41	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Santa Barbara	CTCP-10-42	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Santa Clara	CTCP-10-43	\$554,521	\$463,670	\$428,758	(\$128,266)	\$300,492	\$1,318,883
Santa Cruz	CTCP-10-44	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Shasta	CTCP-10-45	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Sierra	CTCP-10-46	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Siskiyou	CTCP-10-47	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Solano	CTCP-10-48	\$161,825	\$163,725	\$157,374	(\$7,374)	\$150,000	\$495,350
Sonoma	CTCP-10-49	\$210,189	\$189,474	\$182,124	(\$26,549)	\$155,575	\$555,238
Stanislaus	CTCP-10-50	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Sutter	CTCP-10-51	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Tehama	CTCP-10-52	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Trinity	CTCP-10-53	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Tulare	CTCP-10-54	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Tuolumne	CTCP-10-55	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Ventura	CTCP-10-56	\$163,576	\$150,000	\$150,000	\$0	\$150,000	\$463,576
Yolo	CTCP-10-57	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
Yuba	CTCP-10-58	\$150,000	\$150,000	\$150,000	\$0	\$150,000	\$450,000
TOTALS		\$16,216,000	\$14,616,000	\$14,047,000	(\$2,046,000)	\$12,001,000	\$42,831,000

PROSPECTIVE PAYMENT INVOICE

Complete in Duplicate. Original to State. Agency retain one copy.

1. **Inyo County Treasurer**
 P. O. Drawer H
 Independence, CA 93526-0614

2. Agreement Number: **CTCP-10-14**

3. Prospective Payment Period: **07/01/12 to 09/30/12**

4. Amount to be Paid: **\$37,500.00**

I certify that this prospective allocation will be used in accordance with this local lead agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; and that expenditures will be supportable by proper documentation; and will be used only to pay for expenditures not previously reimbursed under the agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date	Signature of LLA Representative
	Title

FOR STATE USE ONLY

Amount to be paid from
 FY 2012-13 allocation
 \$37,500.00

Invoice No.: **PPI-F12-Q1**
 Vendor No.: 0000009262-14

Fiscal Year		Index			PCA1					Object Code			Agency Code		
1	2	5	3	4	5	5	1	2	0	1	7	0	2	0	8

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date	Signature of CTCP Representative
------	----------------------------------

PROSPECTIVE PAYMENT INVOICE

Complete in Duplicate. Original to State. Agency retain one copy.

1. **Inyo County Treasurer**
 P. O. Drawer H
 Independence, CA 93526-0614

2. Agreement Number: **CTCP-10-14**

3. Prospective Payment Period: **10/01/12 to 12/31/12**

4. Amount to be Paid: **\$37,500.00**

I certify that this prospective allocation will be used in accordance with this local lead agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; and that expenditures will be supportable by proper documentation; and will be used only to pay for expenditures not previously reimbursed under the agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

_____ Date
 _____ Signature of LLA Representative
 _____ Title

FOR STATE USE ONLY

Amount to be paid from
 FY 2012-13 allocation
 \$37,500.00

Invoice No.: **PPI-F12-Q2**
 Vendor No.: 0000009262-14

Fiscal Year		Index				PCA1					Object Code			Agency Code	
1	2	5	3	4	5	5	1	2	0	1	7	0	2	0	8

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

_____ Date
 _____ Signature of CTCP Representative



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 11, 2015

SUBJECT: Inyo National Forest Plan Update – Species of Conservation Concern

RECOMMENDATION: Review the U.S. Forest Service's proposed Species of Conservation Concern in regards to the Inyo National Forest Plan Update/Revision and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.¹ The 2012 Planning Rule identifies a new category of special-status species, known as Species of Conservation Concern (SCC). As indicated in the 2012 Planning Rule² [refer to 36 CFR 219.9(c)], SCC

...is a species, other than federally recognized threatened, endangered, proposed, or candidate species, that is known to occur in the plan area and for which the regional forester has determined that the best available scientific information indicates substantial concern about the species' capability to persist over the long-term in the plan area.

County staff is concerned that the SCC will result in additional permitting burdens by providing a new category of species to be considered. The County has repeatedly expressed dismay at the number of SCC being considered; despite this, the list of proposed SCC has grown, and is now over 140 species.

The Forest Service's newly approved Planning Rule Directives³ state that species with status ranks of G/T1 or G/T2 on the NatureServe ranking system must be considered as SCC. Species with NatureServe G/T1 or G/T2 status ranks are expected to be included unless it can be demonstrated and documented that known threats for these species, such as those threats listed for the species by NatureServe, are not currently present or relevant in the plan area. It appears that the newly expanded list relies heavily on the NatureServe database.

The Forest Service recently invited public input regarding the SCC (refer to Attachment 2). Staff has prepared draft correspondence (refer to Attachment 1) for the Board's consideration expressing concern about the scope of the proposed SCC and identifying process issues with their development. Comments are due August 14.

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.

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.
² Refer to <http://www.fs.usda.gov/main/planningrule/home>.
³ Refer to <http://www.fs.usda.gov/detail/planningrule/home/?cid=stelprd3828310>.

ALTERNATIVES: The Board could direct changes to the correspondence. The Board could also not provide input regarding the SCC; this is not recommended due to the importance of the SCC to the Plan.

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. Staff anticipates that the SCC will result in additional permitting burdens within the Forest, and indirectly additional future unknown costs to the County.

APPROVALS

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

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



Date: 8/5/15

Attachment 1 – Draft Correspondence
Attachment 2 – Forest Service SCC Materials

August 14, 2015

Ed Armenta, Supervisor
Inyo National Forest
351 Pacu Lane, Suite 200
Bishop, CA 93514

Re: Inyo National Forest Plan Update/Revision – Species of Conservation Concern

Dear Supervisor Armenta:

On behalf of the Inyo County Board of Supervisors, thank you for continuing to provide avenues for public input regarding the Update/Revision to the Inyo National Forest Plan. We appreciate the opportunity for the public to participate in development of the Plan, particularly the Species of Conservation Concern (SCC).

As we have expressed repeatedly throughout development of the Planning Rule and the Update/Revision process, we are very concerned about the scope of the proposed SCC. We believe that the vast scale of the SCC being considered will result in significant socioeconomic impacts to Inyo County by further restricting access to the Forest; increasing permitting burdens for the County, volunteer organizations, non-profits, and private enterprise, and; complicating future Forest actions. We believe that the more than 140 SCC proposed will be unwieldy and difficult with which to work; we strongly encourage striving to diminish the size of the list to provide a more meaningful, effective, and manageable strategy to address at-risk species.

We are disappointed that the current documents under public review do not include any meaningful analysis of why the SCC were selected. According to the Forest Service Directives, SCC should be chosen by the Regional Forester if the best available scientific information about the species indicates substantial concern about the species' capability to persist over the long term in the plan area. According to the Directives to implement the 2012 Planning Rule, species should not be included as SCC if it can be demonstrated and documented that known threats for these species, such as those threats listed for the species by NatureServe, are not currently present or relevant in the plan area. Although NatureServe provides a valuable tool to begin discussing the universe of species that might be considered for SCC, further analysis should be undertaken to determine threats to species, and ultimately to decide what species should be included in the SCC.

We note that the "black box" NatureServe database appears to be the primary determinant of the proposed SCC. Threats listed for the proposed SCC are not consistently available for inspection through NatureServe. Furthermore, it is not apparent how consistently the NatureServe information has been collected or verified, nor what significant threats NatureServe provides for all the species being considered as SCC. For these reasons, it does not appear valid to utilize NatureServe as the primary determinant of SCC.

We believe that the Regional Forester should evaluate whether or not species being considered as SCC are threatened in the Plan area and explain the analysis, and provided for by the Directives. We urge considering the SCC in light of all the scientific information available and in balance with other important Plan objectives.

Thank you for your attention to these matters. Please contact Kevin Carunchio, County Administrative Officer, at (760) 878-0292 or kcarunchio@inyocounty.us if you would like to discuss further.

Matt Kingsley, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
County Administrative Officer
County Counsel
Planning Department
Doug Wilson, Willdan
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties
Randy Moore, Region 5 Forester



Inyo National Forest Draft Proposed Species of Conservation Concern

Species of Conservation Concern Identification Process

As part of the process for revising the forest plan for the Inyo National Forest, we have compiled a proposed list of Species of Conservation Concern. The Species of Conservation Concern list is required by the 2012 Planning Rule, and identifies species at risk of being lost from a forest.

We evaluate species for proposed Species of Conservation Concern listing by following a process outlined in a national directive (FSH 1909.12 § 12.52c-d). As species are considered, Forest Service specialists do research using databases, scientific studies, local information, and expert knowledge.

In addition to research conducted by Forest Service specialists, the national directive requires use of threat status rankings, determined in large part through NatureServe, a non-profit organization that provides proprietary wildlife conservation-related data, tools, and services. The conservation status rank of a species is represented by a letter and a number. The letter represents one of two distinct geographic scales: global (G) and state (S). The status rank number is on a scale of one to five, where a ranking of one indicates a species at the highest level of risk and a ranking of five indicates the lowest level of risk (Table 1). The status rank number is preceded by the letter reflecting the appropriate geographic scale of the assessment. For example, a status rank of G5 represents a species that has an extensive range of distribution and has a low risk of extinction.

Intraspecific taxa refer to subspecies, varieties, and other designations below the level of species. The status rank of intraspecific taxa (subspecies or varieties) is indicated by a supplementary T-rank, following the species' global rank. Rules for assigning T-ranks follow the same principles outlined above. For example, the rank of a critically imperiled subspecies of an otherwise widespread and common species would be G5T1.

A description of the process used in evaluating species is provided below and, since it is not a completely linear process, is also displayed in a flowchart (Figure 1). The flowchart visually captures the main steps in the Species of Conservation Concern determination process and demonstrates that the questions asked are at times taxa specific.

Steps in the Species of Conservation Concern Identification Process:

Mandatory criteria that must be met in order for a species to be considered a Species of Conservation Concern:

- The species is native to, and known to occur in, the area covered by the forest plan.

- The best available scientific information about the species indicates substantial concern about the species' capability to persist over the long term in the forest plan area.

Species that must be considered:

- Species with a NatureServe G/T1 or G/T2 status rank (Table 1).
- Species that were removed within the past 5 years from the Federal list of threatened or endangered species, and other delisted species that regulatory agencies (e.g. US Fish & Wildlife Service) still monitor.

Species that should be considered:

- Species with NatureServe status rank of G/T3 or S1 or S2 (Table 1).
- Species listed as threatened or endangered by relevant states or federally recognized Tribes.
- Species identified by Federal, State and federally recognized Tribes as a high priority for conservation.
- Species that have been petitioned for Federal listing and for which a positive “90-day finding” has been made by a regulatory agency (e.g. US Fish & Wildlife Service).
- Species for which the best available scientific information indicates there is local conservation concern about the species' capability to persist over the long-term in the plan area due to:
 - ◆ Significant threats, caused by stressors on and off the plan area, to populations or the ecological conditions they depend upon (habitat), including threats from climate change;
 - ◆ Declining trends in populations or habitat in the plan area;
 - ◆ Restricted ranges (with corresponding narrow endemics, disjunct populations, or species at the edge of their range); and
 - ◆ Low population numbers or restricted ecological conditions (habitat) within the plan area.

Table 1. NatureServe¹ conservation status ranks and definitions.

Status Rank	Status Rank Definition
1	<i>Species is Critically Imperiled:</i> At very high risk of extinction or elimination due to very restricted range, very few populations or occurrences, very steep declines, very severe threats, or other factors.
2	<i>Species is Imperiled:</i> At high risk of extinction or elimination due to restricted range, few populations or occurrences, steep declines, severe threats, or other factors.
3	<i>Species is Vulnerable:</i> At moderate risk of extinction or elimination due to a fairly restricted range, relatively few populations or occurrences, recent and widespread declines, threats, or other factors.
4	<i>Species is Apparently Secure:</i> At fairly low risk of extinction or elimination due to an extensive range and/or many populations or occurrences, but with possible cause for some concern as a result of local recent declines, threats, or other factors.
5	<i>Species is Secure:</i> At very low risk of extinction or elimination due to a very extensive range, abundant populations or occurrences, and little to no concern from declines or threats.

¹NatureServe is a non-profit organization that provides proprietary wildlife conservation-related data, tools, and services to private and government clients, partner organizations, and the public.

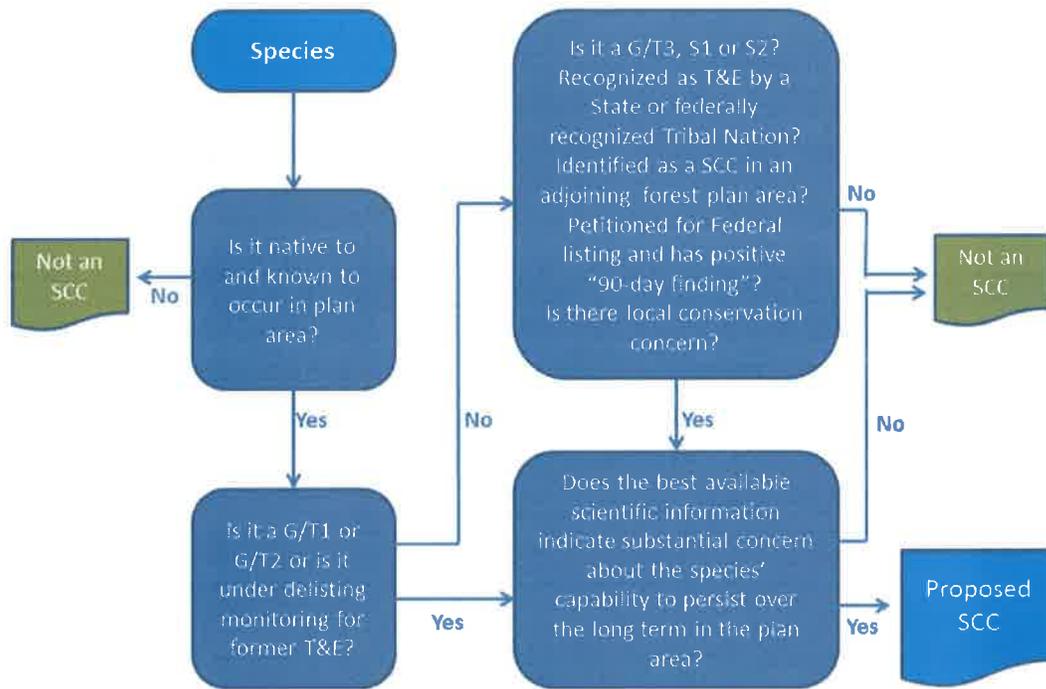


Figure 1. The directive-based process used by the Forest Service for determining species of conservation concern. (Note: The NatureServe rankings that are included here by letters and numbers are explained above).

Proposed Species of Conservation Concern for the Inyo National Forest

The proposed list of Species of Conservation Concern for the Inyo National Forest is shown in Table 2. The proposed list includes species of mammals, birds, amphibians, fish, terrestrial invertebrates, aquatic invertebrates and plants. The proposed species have a high threat rank in NatureServe and there is scientific information to indicate substantial concern about the species' capability to persist over the long term in the plan area. A few terrestrial invertebrate species have been placed in a separate row labeled "potential terrestrial invertebrate." The reason these are considered potential Species of Conservation Concern is that although they have a high threat rank in NatureServe, scientific information is lacking to indicate substantial concern about the species' capability to persist over the long term in the plan area. We are asking the public for their expertise to support or not support their listing.

Table 2. Draft proposed list of Species of Conservation Concern on the Inyo National Forest.

Type	Common Name (<i>Scientific name</i>)
Mammals	Sierra Nevada red fox (<i>Vulpes vulpes necator</i>) Pacific fringe-tailed bat (<i>Myotis thysanodes vespertinus</i>) Townsend's big-eared bat (<i>Corynorhinus townsendii</i>)
Birds	Willow flycatcher (<i>Empidonax traillii</i>) Bald eagle (<i>Haliaeetus leucocephalus</i>) American peregrine falcon (<i>Falco peregrinus anatum</i>)
Amphibians	Inyo Mountains salamander (<i>Batrachoseps campii</i>) Black toad (<i>Anaxyrus exsul</i>) Kern Plateau salamander (<i>Batrachoseps robustus</i>)
Fish	California golden trout (<i>Oncorhynchus mykiss aguabonita</i>)
Terrestrial Invertebrates	Ringlet (<i>Coenonympha tullia mono</i>) Sierra sulphur(<i>Colias behrii</i>) Square dotted blue (<i>Euphilotes battoides hadrochilus</i>) Square dotted blue (<i>Euphilotes battoides mazourka</i>) Mono Lake checkerspot (<i>Euphydryas editha monoensis</i>) Sierra skipper (<i>Hesperia miriamae</i>) White Mountains skipper (<i>Hesperia miriamae longaevicola</i>) Gorgon copper (<i>Lycaena gorgon micropunctata</i>) White Mountains icarioides blue (<i>Plebejus icarioides albihalos</i>) Boisduval's blue (<i>Plebejus icarioides inyo</i>) Arrowhead arctic blue (<i>Plebejus podarce cilla</i>) White Mountains saepiolus blue butterfly (<i>Plebejus saepiolus albomontanus</i>) San Emigdio blue (<i>Plebulina emigdionis</i>) White Mountain skipper (<i>Polites sabuleti albamontana</i>) Atronis fritillary (<i>Speyeria mormonia obsidiana</i>) Apache fritillary (<i>Speyeria nokomis apacheana</i>) Mexican cloudy wing (<i>Thorybes mexicana blanca</i>) A cave obligate pseudoscorpion (<i>Tuberochernes aalbui</i>)

Type	Common Name (Scientific name)
Potential Terrestrial Invertebrates ¹	A grasshopper (<i>Agnostokasia sublima</i>) Mount Whitney grasshopper (<i>Hebardacris albida</i>) A grasshopper (<i>Trimerotropis leucophaea</i>)
Aquatic Invertebrates	Western pearlshell mussel (<i>Margaritifera falcata</i>) Denning's cryptic caddisfly (<i>Cryptochia denningi</i>) A caddisfly (<i>Lepidostoma castalianum</i>) A caddisfly (<i>Lepidostoma ojanum</i>) A mayfly (<i>Ironodes lepidus</i>) A mayfly (<i>Cinygmula tioga</i>) California stonefly (<i>Sweltsa resima</i>) Wong's springsnail (<i>Pyrgulopsis wongi</i>) Owens Valley springsnail (<i>Pyrgulopsis owensensis</i>)
Plants	Alpine bentgrass (<i>Agrostis humilis</i>) Coyote gilia (<i>Aliciella triodon</i>) Great Basin onion (<i>Allium atrorubens</i> var. <i>atorubens</i>) Inflated Cima milk-vetch (<i>Astragalus cimae</i> var. <i>sufflatus</i>) Inyo milk-vetch (<i>Astragalus inyoensis</i>) Long Valley milk-vetch (<i>Astragalus johannis-howellii</i>) Spiny-leaved milk-vetch (<i>Astragalus kentrophyta</i> var. <i>elatus</i>) Lemmon's milk-vetch (<i>Astragalus lemmonii</i>) Kern Plateau milk-vetch (<i>Astragalus lentiginosus</i> var. <i>kernensis</i>) Mono milk-vetch (<i>Astragalus monoensis</i>) Raven's milk-vetch (<i>Astragalus ravenii</i>) Shockley's milk-vetch (<i>Astragalus serenoii</i> var. <i>shockleyi</i>) Kern County milk-vetch (<i>Astragalus subvestitus</i>) Bodie Hills rockcress (<i>Boechnera bodiensis</i> (<i>Arabis</i> b.)) Hidden rockcress (<i>Boechnera evadens</i>) Pinzl's rockcress (<i>Boechnera pinzliae</i>) Shockley's rockcress (<i>Boechnera shockleyi</i> (<i>Arabis</i> s.)) Tiehm's rockcress (<i>Boechnera tiehmii</i> (<i>Arabis</i> t.)) Tulare rockcress (<i>Boechnera tularensis</i>) Upswept moonwort (<i>Botrychium ascendens</i>) Scalloped moonwort (<i>Botrychium crenulatum</i>) Common moonwort (<i>Botrychium lineare</i>) Mingan moonwort (<i>Botrychium minganense</i>) Bolander's bruchia (<i>Bruchia bolanderi</i>) Inyo County star-tulip (<i>Calochortus excavatus</i>) Pygmy pussypaws (<i>Calyptidium pygmaeum</i>) Davy's sedge (<i>Carex davyi</i>) Spikerush sedge (<i>Carex duriuscula</i>) Idaho sedge (<i>Carex idahoensis</i>) Liddon's sedge (<i>Carex petasata</i>) Northern meadow sedge (<i>Carex praticola</i>) Western single-spiked sedge (<i>Carex scirpoidea</i> ssp. <i>pseudoscirpoidea</i>) Steven's sedge (<i>Carex stevenii</i>) Tioga Pass sedge (<i>Carex tiogana</i>)

Type	Common Name (Scientific name)
Plants	<p>Western valley sedge (<i>Carex vallicola</i>) Wheeler's dune-broom (<i>Chaetadelpha wheeleri</i>) Fell-fields claytonia (<i>Claytonia megarhiza</i>) Kern Plateau bird's-beak (<i>Cordylanthus eremicus</i> ssp. <i>kernensis</i>) Hall's meadow hawksbeard (<i>Crepis runcinata</i> ssp. <i>hallii</i>) Rosette cushion cryptantha (<i>Cryptantha circumscissa</i> var. <i>rosulata</i>) Bristlecone cryptantha (<i>Cryptantha roosiorum</i>) Panamint Rock-goldenrod (<i>Cuniculotinus gramineus</i> (<i>Chrysothamnus g.</i>)) Globose cymopterus (<i>Cymopterus globosus</i>) July gold (<i>Dedeckera eurekaensis</i>) California draba (<i>Draba californica</i>) White Mountains draba (<i>Draba monoensis</i>) Mt. Whitney draba (<i>Draba sharsmithii</i>) Male fern (<i>Dryopteris filix-mas</i>) Gilman's goldenbush (<i>Ericameria gilmanii</i>) Compact daisy (<i>Erigeron compactus</i>) Limestone daisy (<i>Erigeron uncialis</i> var. <i>uncialis</i>) Pinyon Mesa buckwheat (<i>Eriogonum mensicola</i>) Alpine slender buckwheat (<i>Eriogonum microthecum</i> var. <i>alpinum</i>) Olancha Peak buckwheat (<i>Eriogonum wrightii</i> var. <i>olanchense</i>) Yellow spinecape (<i>Goodmania luteola</i>) Beautiful cholla (<i>Grusonia pulchella</i>) Poison Canyon stickseed (<i>Hackelia brevicula</i>) Sharsmith's stickseed (<i>Hackelia sharsmithii</i>) Blandow's bog moss (<i>Helodium blandowii</i>) Jaeger's hesperidanthus (<i>Hesperidanthus jaegeri</i>) White Mountains horkelia (<i>Horkelia hispidula</i>) Short-leaved hulsea (<i>Hulsea brevifolia</i>) Inyo hulsea (<i>Hulsea vestita</i> ssp. <i>inyoensis</i>) Field ivesia (<i>Ivesia campestris</i>) Alkali ivesia (<i>Ivesia kingii</i> var. <i>kingii</i>) Fivepetal cliffbush (<i>Jamesia americana</i> var. <i>rosea</i>) Seep kobresia (<i>Kobresia myosuroides</i> (<i>K. bellardii</i>)) Lance-leaved scurf-pea (<i>Ladeania lanceolata</i> (<i>Psoralidium lanceolatum</i>))</p>
Plants	<p>Inyo biscuitroot (<i>Lomatium foeniculaceum</i> ssp. <i>inyoense</i>) Mono Lake lupine (<i>Lupinus duranii</i>) Father Crowley's lupine (<i>Lupinus padre-crowleyi</i>) Inyo blazing star (<i>Mentzelia inyoensis</i>) Sweet-smelling monardella (<i>Monardella beneolens</i>) Blue pendant-pod oxytrope (<i>Oxytropis deflexa</i> var. <i>sericea</i>) Limestone beardtongue (<i>Penstemon calcareus</i>) Marble rockmat (<i>Petrophyton acuminatum</i>) Inyo phacelia (<i>Phacelia inyoensis</i>) Mono phacelia (<i>Phacelia monoensis</i>)</p>

Type	Common Name (Scientific name)
Plants	Charlotte's phacelia (<i>Phacelia nashiana</i>) Silver bladderpod (<i>Physaria ludoviciana</i>) Nevada ninebark (<i>Physocarpus alternans</i>) Parish's popcornflower (<i>Plagiobothrys parishii</i>) Mason's sky pilot (<i>Polemonium chartaceum</i>) Williams' combleaf (<i>Polyctenium fremontii (williamsiae)</i>) Narrow-leaved cottonwood (<i>Populus angustifolia</i>) Morefield's cinquefoil (<i>Potentilla morefieldii</i>) Beautiful cinquefoil (<i>Potentilla pulcherrima</i>) Frog's-bit buttercup (<i>Ranunculus hydrocharoides</i>) Redspined fishhook cactus (<i>Sclerocactus polyancistrus</i>) Fringed chocolate chip lichen (<i>Solarina spongiosa</i>) Fivefinger chickensage (<i>Sphaeromeria potentilloides var. nitrophila</i>) Prairie wedge grass (<i>Sphenopholis obtusata</i>) Small-flowered rice grass (<i>Stipa divaricata</i>) Alpine jewelflower (<i>Streptanthus gracilis</i>) Masonic Mountain jewelflower (<i>Streptanthus oliganthus</i>) Horned dandelion (<i>Taraxacum ceratophorum</i>) Foxtail thelypodium (<i>Thelypodium integrifolium ssp. complanatum</i>) Lake Tahoe serpentweed (<i>Tonestus eximius</i>) Slender townsendia (<i>Townsendia leptotes</i>) Little bulrush (<i>Trichophorum pumilum</i>) Dedecker's clover (<i>Trifolium kingii ssp. dedeckerae (T. dedeckerae)</i>) Golden violet (<i>Viola purpurea ssp. aurea</i>)

¹There are several terrestrial invertebrate species that are considered potential Species of Conservation Concern; they have a high threat rank in NatureServe but we lack scientific information to indicate substantial concern about the species' capability to persist over the long term in the plan area. We are asking the public for their expertise to support or not support their listing.

###

USDA is an equal opportunity provider and employer.



U.S. Forest Service
Pacific Southwest Region



July 2015

Species of Conservation Concern Frequently Asked Questions

What is a Species of Conservation Concern?

A species of conservation concern (SCC) is a plant or animal for which we have concerns about its ability to remain on a landscape for a long time. Each forest plan has its own SCC list, which is approved by the Regional Forester. The Regional Forester has not yet approved these draft proposed lists.

What is the difference between an “SCC” and a Threatened or Endangered species?

An SCC is a Forest Service-specific term that comes from the 2012 Planning Rule and Forest Service Handbook. The regulations help us determine if there is a concern about a particular species' ability to persist within the forest. If there is a concern, we design elements of the forest plan to provide the habitat conditions that will enable the species to persist on the forest. An SCC is not a federally threatened, endangered, proposed or candidate species under the Endangered Species Act. We create an SCC list using the best available science in a proactive step intended to prevent species from becoming federally listed.

Threatened and endangered species are federally designated under the Endangered Species Act of 1973. This Act was created to protect critically imperiled species from extinction. Similarly to how we address SCCs, if species that are listed or candidates for listing under the Endangered Species Act are present on the forest, then the forest plan must contain direction designed to prevent the species from further decline and contribute to their recovery. Even if the federally listed species is not currently present on the forest but habitat critical to their recovery has been identified on the forest, our forest plan must contain direction to maintain that habitat.

How do SCCs influence forest plan revisions?

Once we have an SCC list, we determine the habitat needs of each species. We then design forest plans to guide management that sustains habitat to support or restore secure SCC populations to the extent we are capable of doing so. Forest plans help us maintain a forest that provides SCCs with the habitat they need to survive.

For instance, each forest plan will have certain components, including standards or guidelines, to sustain or restore ecosystem diversity and habitats. We consider these elements “coarse” filter plan components. If the coarse filter plan components do not provide the habitat conditions each SCC population requires to persist on the forest, then we include additional species-specific plan components to provide habitat conditions necessary for the species. These second components are “fine” filters.

What does “substantial concern” mean?

Substantial concern means there is credible evidence that there is a concern about a particular species’ ability to persist within the forest. This evidence can include:

- The species has been identified as imperiled as a result of status reviews described in the scientific literature and listed in widely accepted databases such as NatureServe, a non-profit organization that provides proprietary wildlife conservation-related data, tools, and services.
- Significant threats, such as climate change or competition from exotic species, threaten SCC populations or their habitat.
- Field surveys have documented declining SCC populations or habitat in the forest plan area.
- The species is known to have low population numbers or restricted habitat within the forest plan area.

What is the difference between an SCC list and the Regional Forester’s list of sensitive species?

While the two lists are similar, they are different. An SCC list is a new element required by the 2012 Planning Rule. This list has specific requirements and will replace the Regional Forester’s list of sensitive species, which was required by the 1982 Planning Rule. While the goal of both lists is to prevent species from being federally listed as threatened or endangered, the SCC list has more comprehensive and defined criteria for inclusion than the Regional Forester’s list of sensitive species, making it less likely that a species in need of help will be overlooked.

Another difference between the lists is our management approach to using the lists. Under the Regional Forester’s sensitive species list (1982 Rule) we manage forest resources to maintain species viability, which was often too difficult to measure at the forest level to know if we were being successful. Under the SCC list (2012 Rule) we manage forest resources to provide the type of habitat and other conditions that the species need to persist on the forest.

Are the Regional Forester’s sensitive species included on the SCC list? If not, why?

The SCC lists includes most of the Regional Forester’s sensitive species but not all of them. We didn’t include all the species for a variety of reasons, such as a lack of scientific information to

support a substantial concern for the species, or because the latest scientific information such as the NatureServe database indicates that the species is not at risk.

Is the California Spotted Owl an SCC?

Yes. We are including management strategies in the draft forest plans to help sustain this species across these three forests. We are also analyzing interim recommendations for the California Spotted Owl in one of our management alternatives of the draft environmental impact statement that will be released for public comment later this year. This analysis is due in part to the Sierra Nevada Framework Settlement we reached last year.

In addition to our plan revision efforts, we are developing a conservation strategy for the California Spotted Owl. If you are interested in this strategy, stay engaged. We will include the public and our stakeholders in developing that strategy later this year.

Is the Pacific Fisher an SCC?

No, because it is a candidate species under the Endangered Species Act and the 2012 Planning Rule provides that the SCC list should not include candidate species. Like the California Spotted Owl, we are developing a conservation strategy for the Pacific Fisher. The goal of this effort is to help conserve and sustain the fisher population. We are working with other federal and state land managers to synthesize key information on the species, including management effects and policies to build a strategy grounded in the best available science. For more information about this strategy, visit our [website](#).

Why are “potential” terrestrial invertebrates on the SCC lists?

The proposed SCC species have a high threat rank in NatureServe and there is scientific information to indicate substantial concern about the species' capability to persist over the long term in the plan area. A few terrestrial invertebrates have been labeled “potential terrestrial invertebrate.” The reason these are considered potential SCCs is that although they have a high threat rank in NatureServe, scientific information is lacking to indicate substantial concern about the species' capability to persist over the long term in the plan area.

We are asking the public for input to support or not support the draft proposed SCC listings. Your feedback is most useful if submitted by August 14, 2015, via electronic mail to: r5planrevision@fs.fed.us Please include “SCC lists” in the subject line.

Are these the final SCC lists?

No. While these are our draft proposed SCC lists for each forest, they are not final. We are continuing our analysis, so these lists may change before we release the draft environmental impact statement and draft forest plans later this year. The lists may also change from the draft forest plans to the final forest plans based on the information we gather now and during upcoming public comment periods.

If you know of a species that we missed in our analysis, or a species that we should not have included in our analysis, let us know. Please provide evidence to support your reasoning and where our process should have or not have included the species. Your feedback is most useful if submitted by August 14, 2015, via electronic mail to: r5planrevision@fs.fed.us Please include “SCC lists” in the subject line.

What will we do with your input on the SCC list?

We will consider all the input we receive. When we review the feedback, we will ask ourselves if the input offers valid scientific information we have yet to consider. If so, we may remove or add species from the list based on the valid scientific information we receive. Such changes will be documented in the SCC list released in either the draft forest plans or the final forest plans.

###

USDA is an equal opportunity provider and employer.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

- 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: August 11, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meeting of July 21, 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 <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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


 _____ Date: _____