

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.

July 26, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors*, Inyo County Superior Court Case No. SICVPT1557557 (Munro Petition for Writ of Mandate)
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (*one case*)
4. **CONFERENCE WITH LABOR NEGOTIATORS –** (Government Code Section 54957.6). Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives - County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, Information Services Director Brandon Shults, County Counsel Marshall Rudolph and Assistant County Counsel John Vallejo.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
8. **INTRODUCTIONS –** The following employees will be introduced to the Board: Connie Connolly, RN, Health and Human Services; Margaret Peterson, Health and Human Specialist IV; Rhiannon Baker, Health and Human Services Office Clerk II; and Laura N. Boyer, Health and Human Services Office Clerk II.

CONSENT AGENDA (Approval recommended by the County Administrator)

SHERIFF

9. **Veteran Service Office –** Request Board approve and authorize the Chairperson to sign the Subvention and Medi-Cal Certificate of Compliance for Fiscal Year 2016-2017.

COUNTY COUNSEL

10. Request Board: 1) Receive the 2016 Conflict of Interest Code Biennial Reports from the following Local Agencies (Exhibits A.1. through A.13.): A.1. Big Pine Community Services District; A.2. Big Pine Fire Department; A.3. Big Pine Unified School District; A.4. Bishop Rural Fire Protection District; A.5. Bishop Unified School District; A.6. Darwin Community Services District; A.7. East Independence Sanitary District; A.8. Lone Pine Fire Protection District; A.9. Mt. Whitney Cemetery District; A.10. Olancho Community Services District; A.11. Pioneer Cemetery District; A.12. Sierra Highlands Community Services District; and A.13. Sierra North Community Services District; and 2) Approve the Amended Conflict of Interest Code for the following Local Agency (Exhibit B.1.): B.1. Bishop Unified School District.

COUNTY COUNSEL/PLANNING DEPARTMENT

11. Request Board approve Amendment #1 to the contract between the County of Inyo and Munro Valley, LLC and ECOS Energy, LLC to increase the contract limit by \$10,000 to a total of \$70,000 and authorize the Chairperson to sign, contingent upon the adoption of future budgets and obtaining appropriate signatures.
12. Request Board: A) Approve Amendment #1 to the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, to increase the contract limit by \$10,000, from \$60,000 to an amount not to exceed \$70,000, to cover the anticipated costs to Mr. James to represent the County on behalf of the County and ECOS Energy, LLC from January 8, 2015 to the completion of the *Native American Heritage Commission v. County of Inyo, et al.*, Inyo County Superior Court Case No. SICVPT lawsuit; and B) Authorize the Chairperson to sign the contract for defense litigation costs contingent upon adoption of future budgets.

PUBLIC WORKS

13. Request Board: A) Approve Amendment #9 to County of Inyo Standard Contract No. 156, between the County of Inyo and Quincy Engineering of Sacramento, California for preconstruction and construction engineering support services, increasing the contract \$66,000 for an amount not to exceed \$1,536,062; and B) Authorize the Chairperson to execute Amendment #9, contingent upon obtaining appropriate signatures and adoption of future budgets.

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

14. **WATER DEPARTMENT** – Request Board assign Supervisor Matt Kingsley and Water Director Bob Harrington to be, respectively, the Primary Director and Alternate Director to the Board of Directors of the Indian Wells Valley Groundwater Authority.
15. **HEALTH & HUMAN SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) The availability of FIRST (Families' Intensive Response and Strengthening Team) funding for the position of a FIRST Supervisor will come from the money appropriated in the non-General Fund, as certified by the Health and Human Services Director 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, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) Approve the hiring of a FIRST Supervisor, either at Range 78 (\$5,303 - \$6,445) or Range 81 (\$5,692 - \$6,921), contingent upon whether or not the successful applicant holds a California license to practice psychotherapy.
16. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the contract between the County of Inyo and the Echo Group for a total amount not to exceed \$48,236.34 for the period of July 1, 2016 to June 30, 2017, contingent upon the Board's adoption of the Fiscal Year 2016-2017 budget, and authorize the Chairperson to sign the contract and the HIPAA Business Association Agreement.
17. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve Amendment A04 to the Standard Agreement between the County of Inyo and the Department of Health Care Services for Substance Abuse Disorder Services, increasing the contract \$15,783 for a total contract amount not to exceed \$1,290,905 for the period of July 1, 2014 through June 30, 2017, contingent upon the Board's adoption of future budgets, and authorize the chairperson to sign five original signature pages plus one original signature on the Certification

(CCC-307).

18. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) The availability of Social Services funding for the position of Office Technician III will come from the money appropriated in the non-General Fund, as certified by the Health and Human Services Director 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, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and C) Approve the hiring of one Office Technician III at Range 63 (\$3,716 - \$4,522).
19. **PLANNING DEPARTMENT** – Request Board receive a presentation from staff on the Sol Smart energy program and an extension of the Solar Road Map program the County participated in that is geared toward Community Choice Aggregation, and direct staff to participate in these programs.
20. **PLANNING DEPARTMENT** – Request Board receive a presentation from staff regarding the Surface Mining and Reclamation Act (SMARA), the County's role as Lead Agency in the enforcement of SMARA, and recent changes to SMARA and how they will affect Inyo County.
21. **PUBLIC WORKS – Building and Maintenance** – Request Board find that, consistent with the Authorized Position Review Policy: A) The availability of funding for Building and Maintenance Worker II will come from the money appropriated in the Building and Maintenance Budget in the General Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) Where internal candidates meet the qualifications of the positions, the vacancies could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified candidates apply; and C) Authorize the hiring of one Building and Maintenance Worker II at Range 60 (\$3,471 - \$4,216).
22. **PUBLIC WORKS – Roads** – Request Board find that, consistent with the Authorized Position Review Policy: A) The availability of funding for an Equipment Mechanic I/II position will come from the money appropriated in the non-General Fund Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) Where internal candidates meet the qualifications of the positions, the vacancies could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified candidates apply; and C) Approve the hiring of one full-time Equipment Mechanic I at Range 58 (\$3,310 - \$4,027 plus 2.5% tool allowance) or Equipment Mechanic II at Range 60 (\$3,471 - \$4,216 plus 2.5% tool allowance), depending on qualifications.
23. **PUBLIC WORKS – Roads** – Request Board find that, consistent with the Authorized Position Review Policy: A) The availability of funding for two Heavy Equipment Operator I/II positions will come from the money appropriated in the non-General Fund Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) Where internal candidates meet the qualifications of the positions, the vacancies could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified candidates apply; and C) Approve the hiring of two full-time Heavy Equipment Operator I/II at Range 58 (\$3,310 - \$4,027) or Range 60 (\$3,471 - \$4,216), depending on qualifications.
24. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
25. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.
26. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

11:30 a.m. 27. **PUBLIC WORKS** – Request Board receive presentation and discussion regarding Bishop Airport.

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

28. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - ACTION

29. **INYO COUNCIL FOR THE ARTS** – Request Board adopt Resolution No. 2016 - 29 titled, “A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as the County’s Partner to the California Arts Council.”

CORRESPONDENCE - INFORMATIONAL

30. **TREASURER-TAX COLLECTOR** – Treasury Report of the quarter ending June 30, 2016.

31. **SOUTHERN INYO AIRPORT ADVISORY COMMITTEE** – Agenda for the July 27, 2016 meeting and minutes for the April 27, 2016 meeting.

32. **DEPARTMENT OF ALCOHOLIC BEVERAGES** – Application for Alcoholic Beverage License – Lone Pine Fuel Management, Inc., Lone Pine, California.



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: Veteran Service Office

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Certificates of Compliance

DEPARTMENTAL RECOMMENDATION:

Request your Board a) approve and authorize the Chairperson to sign the Subvention and Medi-Cal Certificate of Compliance for 2016/2017 fiscal year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is a standard renewal of the certificates of compliance as filed in past by the County. They certify to the State that in fact a Veterans Service Officer has been appointed and the duties of the VSO are in compliance with code.

ALTERNATIVES:

Do not authorize the signing of the certificates and forfeit the funding for the VSO position.

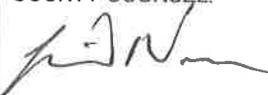
OTHER AGENCY INVOLVEMENT:

Health and Human Services (eligibility workers)

FINANCING:

There is no cost to the County for signing these documents, they allow funding to be paid to Inyo County for the Veteran Service Office.

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>7/7/16</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: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 7/8/16

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Medi-Cal Cost Avoidance Program Certificate of Compliance

Fiscal Year 2016/2017

I certify that INYO County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) and/or MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY
ATTACHMENTS IN VETPRO**

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Subvention Program Certificate of Compliance

Fiscal Year 2016/2017

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that **INYO** County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer and Veterans Service Representative staff must achieve and maintain accreditation from the California Department of Veterans Affairs (CalVet) within 18 months of employment.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that the current fiscal year proposed expenditures exceeds the actual fiscal year 1988-89 expenditures by at least, the full amount of the current annual allocation.

I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY
ATTACHMENTS IN VETPRO**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: **July 26, 2016**

SUBJECT: **2016 LOCAL AGENCY CONFLICT OF INTEREST CODE BIENNIAL
REPORTS AND CONFLICT OF INTEREST CODES**

DEPARTMENTAL RECOMMENDATION:

1. Receive the 2016 Conflict of Interest Code Biennial Reports from the following Local Agencies (Exhibit A.1. through A.13.).

- A.1. Big Pine Community Services District
- A.2. Big Pine Fire Department
- A.3. Big Pine Unified School District
- A.4. Bishop Rural Fire Protection District
- A.5. Bishop Unified School District
- A.6. Darwin Community Services District
- A.7. East Independence Sanitary District
- A.8. Lone Pine Fire Protection District
- A.9. Mt. Whitney Cemetery District
- A.10. Olancho Community Services District
- A.11. Pioneer Cemetery District
- A.12. Sierra Highlands Community Services District
- A.13. Sierra North Community Service District

2. Approve the Amended Conflict of Interest Code for the following Local Agency (Exhibit B.1.).

- B.1. Bishop Unified School District

SUMMARY DISCUSSION:

In even numbered years, Government Code section 87306.5 requires all local agencies in the County with a conflict of interest code (Code) to review the Code and revise it as needed. The Code identifies decision makers within the Agency that are required to prepare and file with the Clerk/Recorder a Statement of Economic Interest, which is frequently identified as a Form 700.

The request to commence the review process must go out by July 1, 2016, and traditionally in Inyo County is made by the County Counsel. On January 25, 2016, the Office of County Counsel notified each district within Inyo County of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2016. There still remain seventeen (17) districts who have not submitted their conflict of interest code biennial reports to our office. A reminder notice was sent out to all districts on July 1, 2016.

We have received notices in the form of Biennial Reports from all of the agencies identified above as A.1-A.13 that no change is required in their Codes; and amended Codes from the agency identified above as B.1.

The County Counsel's Office has reviewed the Biennial Reports and Amended Codes submitted herewith and finds them in accordance with legal requirements.

Your Board is asked to receive the Biennial Reports and approve the Amended Conflict of Interest Code identified herein.

ALTERNATIVES: The Board may decline to approve and/or receive the biennial report or the amended conflict of interest code. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

OTHER AGENCY INVOLVEMENT: n/a

FINANCING: The recommended action results in no financial impact to the County of Inyo.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
	 Approved: <u>yes</u> Date: <u>7/18/16</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 7/18/16

2016 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

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

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

Contact Person BryAnna Vaughan, Board President
Agency Big Pine Community Services District
Mailing Address PO Box 639 Big Pine, Ca. 93513
Date of Review of Agencies Conflict of Interest Code 2-17-16


Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

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County of Inyo
Post Office Box M
Independence, CA 93526

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

Contact Person Juan Dixon
Agency BIG PINE FIRE PROTECTION DIST.
Mailing Address P.O. BOX 382 BIG PINE CA 93513
Date of Review of Agencies Conflict of Interest Code _____

Don Curtis
Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

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County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

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

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

Contact Person Terri Parks
 Agency Big Pine Unified School District
 Mailing Address P.O. Box 908, Big Pine, CA 93513
 Date of Review of Agencies Conflict of Interest Code February 1, 2016

Mayhman
 Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

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County of Inyo
Post Office Box M
Independence, CA 93526

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(1) Our agency's code accurately designatēs all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated.
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person
Agency
Mailing Address
Date of Review of Agencies Conflict of Interest Code

Ray C. Aguirre
Reshow Rural Fire Protect Dist.
P.O. Box 1236 Bishop, Ca 93515
3-10-16

Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

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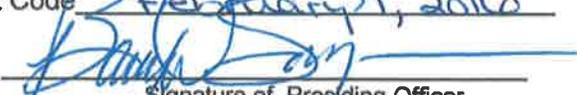
County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

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

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

Contact Person Barry Simpson
Agency Bishop Unified School District
Mailing Address 301 N. Fowler, Bishop, CA 93514
Date of Review of School Districts Conflict of Interest Code February 1, 2016


Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

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County of Inyo
Post Office Box M
Independence, CA 93526

###

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

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

Contact Person Patricia Laemmle
Agency Darwin CSD
Mailing Address P.O. Box 5 Darwin CA 93522
Date of Review of Agencies Conflict of Interest Code May 25, 2016

Patricia Laemmle
Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

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 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person David Wagner
Agency East Independence Sanitary District
Mailing Address PO Box 453 Independence CA 93526
Date of Review of Agencies Conflict of Interest Code June 2, 2016
David Wagner
Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

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 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person LeRoy Kr. 12
Agency Lone Pine Fire
Mailing Address Box 1007 Lone Pine, CA 93545
Date of Review of Agencies Conflict of Interest Code 1-29-16

[Signature]
Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

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County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

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- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned.
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person LINDA K HAWN, MANAGER
Agency MT. WHITNEY CEMETERY DISTRICT
Mailing Address P.O. BOX 1262
Date of Review of Agencies Conflict of Interest Code 11/12/2016

[Signature] TRUSTEE
CHAIRMAN
Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

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

Contact Person

Neale Gordon

Agency

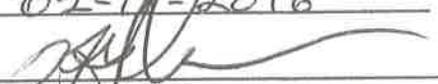
Olancho Community Services District

Mailing Address

P.O. Box 64, Olancho, CA 93549

Date of Review of Agencies Conflict of Interest Code

02-18-2016


Signature of Presiding Officer

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

dg:C/C/Biennial.Districts16

010416

Exhibit

A

Page

10

of

B

2016 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
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Post Office Box M
Independence, CA 93526

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 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Terri L. Dean
Agency Pioneer Cemetery District
Mailing Address Post Office Box 1326, Bishop, CA 93515
Date of Review of Agencies Conflict of Interest Code _____

Terri L. Dean
Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

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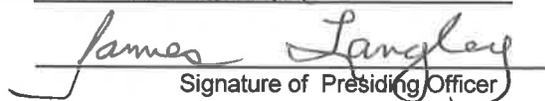
County Counsel
County of Inyo
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Independence, CA 93526

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 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person James Langley
Agency Sierra Highlands Community Services District
Mailing Address P.O. Box 782 Bishop, CA 93515
Date of Review of Agencies Conflict of Interest Code 2-29-2016


Signature of Presiding Officer

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

2016 LOCAL AGENCY BIENNIAL REPORT

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County Counsel
County of Inyo
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Independence, CA 93526

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 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Sandy Huntley
Agency Sierra Norm Community Service District
Mailing Address 185 North St Bishop, CA 93514
Date of Review of Agencies Conflict of Interest Code 2/22/2016
Sandy Huntley
Signature of Presiding Officer

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

CONFLICT OF INTEREST CODE OF THE
SCHOOL DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA

SECTION 1. Purpose.

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

SECTION 2. Designated Positions.

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

SECTION 3. Disclosure Statements.

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

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

SECTION 4. Place, Time and Requirements of Filing.

(A) Place of Filing.

All persons required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Presiding Officer of the Bishop Unified School Districts Governing Board.

(B) Time and Content of Filing.

The first statement by a person in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement by a person who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the

Exhibit B.1
Page 1 of 4

District and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each person in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income received, any time during the previous calendar year or since the date the person assumed the designated position during the calendar year. Every person in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5. Contents of Disclosure Statement.

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

SECTION 6. Disqualification.

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

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
BISHOP UNIFIED SCHOOL DISTRICT COUNTY OF INYO, STATE OF
CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
Board of Trustees Members	1
Superintendent of Schools	1
Chief Business Officers	1
Business Services Clerk	1
Site Principals	2
Site Assistant Principals	2
Director of Food Services	2
Director of Information Technology	2
Director of Maintenance	2

APPENDIX "B"

**CONFLICT OF INTEREST CODE OF THE
BISHOP UNIFIED SCHOOL DISTRICT COUNTY OF INYO, STATE OF CALIFORNIA**

DISCLOSURE CATEGORIES

Category 1

- A. Interests in real property which is located in whole or in part either 1) within the boundaries of the County, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- B. Investments in business positions or income from business entities which are contractors or sub-contractors which are or have been within the previous two-year period engages in the performance of building construction or design within the County.
- C. Investments in business positions or income from persons or business entities engages in the acquisition or disposal of real property within the jurisdiction.

Category II

Investments in business positions, or income from business entities which manufacture or sell supplies, books, machinery, or equipment of the type utilized by the department for which the designated employee is Manager or Director. Investments include interests described in Category I



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 Closed Session Informational

FROM: County Counsel, Planning Department

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Amendment No. One to the contract between the County of Inyo and Munro Valley LLC, and ECOS Energy, LLC

DEPARTMENTAL RECOMMENDATION: Request the Board approve Amendment No. One to the contract between County of Inyo and Munro Valley LLC, and ECOS Energy, LLC to amend Section 3(C) (Limit Upon Amount Payable under Agreement) to increase the contract limit by \$10,000 to a total of \$70,000 and authorize the Chairperson to sign, contingent upon the adoption of future budgets and obtaining appropriate signatures.

SUMMARY DISCUSSION: On September 24, 2015 the Planning Commission conditionally approved Renewable Energy Permit No. 2013-01, Tentative Parcel Map No. 404 , and Tentative Parcel Map No. 405 (Munro Valley Solar, LLC) and recommended that the Board approve General Plan Amendment No. 2013-01 (Munro Valley Solar, LLC). On November 12, 2014 the Board of Supervisors approved General Plan Amendment No. 2013-01 (Munro Valley Solar, LLC). On December 9, 2014 the Board amended said approval. Subsequently the Native American Heritage Commission sued the County alleging non-compliance with the California Environmental Quality Act.

On February 10, 2015 the Board entered into contracts with the applicant and Gregory L. James to provide for legal services in relation to the lawsuit. The contracts limit the amount payable to \$60,000, which has largely been expended. In order to continue to provide legal services, it is necessary to increase the contract limits.

ALTERNATIVES: The Board could not approve the amendment. This is not recommended as it is necessary to fund the litigation.

OTHER AGENCY INVOLVEMENT: None directly.

FINANCING: Litigation services are being provided by separate contract with Gregory L. James. Adequate funding has been identified in the preliminary Planning Department budget to accommodate continued work on the litigation. Staff has recommended expenses in the Fiscal Year 2016-2017 Budget (023800) in Object Code 5265 (Professional Services) to compensate Mr. James for such services. Revenue to offset these costs is also recommended in Services and Fees (Revenue Code 4819).

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>7/13/16</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>7/15/2016</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) JDN for Marshall Rudolph Date: 7/15/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) John Hart Date: 7/15/16

Attachment

Proposed Contract Amendment

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
MUNRO VALLEY LLC, AND ECOS ENERGY, LLC FOR
THE REIMBURSEMENT OF COUNTY OF INYO FOR
DEFENSE LITIGATION COSTS**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Munro Valley LLC, and ECOS Energy, LLC (hereinafter referred to as Contractor) have entered into an Agreement for the reimbursement of County of Inyo for defense litigation costs dated February 10, 2015 on County of Inyo Modified Contract No. 142 for the term until all litigation concerning the Permit is complete.

WHEREAS, such Agreement provides that the County expressly reserves the right to decline any litigation defense activities which would be in excess of the contract limit until a written amendment to the Agreement is signed increasing the “not to exceed amount.”

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

County and Contractor hereby amend such Agreement as follows:

Section 3(C) Limit Upon Amount Payable Under Agreement. The first sentence is revised as follows:

“Except for amounts payable to County under Section 7 for Defense and Indemnification, the total sum of all payments made by Contractor to County for services and work performed under this Agreement, are estimated to not exceed Seventy thousand dollars (\$70,000.00).”

All other terms remain unchanged and in full force and effect.

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND MUNRO VALLEY LLC, AND ECOS ENERGY, LLC
FOR THE REIMBURSEMENT OF COUNTY OF INYO FOR
DEFENSE LITIGATION COSTS**

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

COUNTY

CONTRACTOR

By: _____

By: Christopher Little

Dated: _____

Dated: Vice President

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: OFFICE OF COUNTY COUNSEL AND PLANNING DEPARTMENT

FOR THE BOARD MEETING OF: JULY 26, 2016

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 1 WITH GREGORY L. JAMES, FOR THE PROVISION OF LEGAL SERVICES

DEPARTMENTAL RECOMMENDATION: Approve Amendment No. 1 to the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, to increase the contract limit by Ten Thousand Dollars (\$10,000.00), from Sixty Thousand (\$60,000.00) to an amount not to exceed Seventy Thousand Dollars (\$70,000.00), to cover the anticipated costs for Mr. James to represent the County of Inyo on behalf of the County and ECOS Energy, LLC from January 8, 2015 to the completion of the Native American Heritage Commission v. County of Inyo, et al., Inyo County Superior Court Case No. SICVPT 1557557 lawsuit; (B.) authorize the Chairperson to sign the contract for defense litigation costs contingent upon adoption of future budgets.

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: Mr. James has a contract with the County of Inyo for the period from January 8, 2015 to the completion of this lawsuit. He represented Inyo County in the creation of the Development Agreement/Permit for the Munro Valley Solar Energy Project. In the course of that representation he gave legal advice and direction with regard CEQA issues as they arose. The lawsuit filed by the Native American Heritage Commission contests the legality and adequacy of the Counties approval of the Permit with ECOS Energy, LLC (real party in Interest for the benefit of Munro Valley, LLC) and the County's compliance with the California Environmental Quality Act.

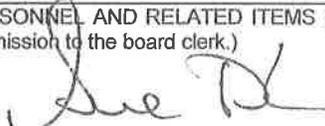
Mr. James has the on-the-ground knowledge needed to defend the parties in this litigation to a successful conclusion. The rate of \$155 an hour for an attorney of his skill is a statement of his dedication and commitment to the County; it is his standard rate with this office. With your Board's Approval and direction, County Counsel retained Mr. James' services on this matter early in the proceedings to enable immediate forward movement in a positive direction. The limit upon the amount payable under the contract was \$60,000.00 . We are asking to amend the contract limit by \$10,000.00 to \$70,000.00. Mr. James' activities under this contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the County Administrator to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with your Board's direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

Your Board approved the hiring of Mr. James to provide this service, and that approval was subsequently echoed by ECOS Energy, LLC and Munro Valley, LLC, who funds the contract. Therefore, absent disagreement with the services rendered to this point, there would appear to be no option but to move forward with this contract. However, your Board, may decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: County Board of Supervisors.

FINANCING: Funding will be included in the Planning Department's Budget 023800 as revenue 4819 and increasing Appropriation in Professional and Special Services Object Code 5265 from Munro Valley LLC and Ecos Energy LLC for reimbursement for the defense in this matter.

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>7/5/16</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>7/7/2016</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>✓</u> Date <u>7/7/16</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 7/5/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 7/11/16

/s/ARF/GJamesAmnd1 (20160705) (NAHC)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF LEGAL SERVICES REGARDING LITIGATION:
NATIVE AMERICAN HERITAGE COMMISSION V. INYO COUNTY et al.,
INYO COUNTY SUPERIOR COURT CASE NO. SI CV PT 1557557

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James, Esq., of BISHOP, CALIFORNIA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of legal services dated February 10, 2015, for the term from January 8, 2015 to Completion of Litigation.

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

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

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

1. Section 3, Paragraph E. is amended to read as follows:

Limit upon amount payable under Agreement

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental, travel and per diem expenses, if any, shall not exceed \$70,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is July 26, 2016.

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

\\\\\\ NOTHING FOLLOWS \\\\

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GREGORY L. JAMES, ESQ.
FOR THE PROVISION OF LEGAL SERVICES REGARDING LITIGATION:
NATIVE AMERICAN HERITAGE COMMISSION V. INYO COUNTY et al.,
INYO COUNTY SUPERIOR COURT CASE NO. SI CV PT 1557557

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gregory L. James
Signature

Gregory L. James
Type or Print

Dated: 7/6/2016

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

iC:Contracts/Amendments.Gjames/Amend1.20160705



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

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Approve Amendment No. 9 to the master contract for preconstruction and construction engineering support services with Quincy Engineering Inc. of Sacramento, California for development and construction of the Upper Trona Wildrose Road Repair Project increasing the contract \$66,000 for a not to exceed amount of \$1,536,062.00.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Approve Amendment No. 9 to County of Inyo Standard Contract No. 156, between the County of Inyo and Quincy Engineering of Sacramento, California for preconstruction and construction engineering support services increasing the contract \$66,000 for a not to exceed amount of \$1,536,062.00.
- B. Authorize the chairperson to execute Amendment No.9, contingent upon obtaining appropriate signatures and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Quincy Engineering, Inc. (Quincy) is currently providing engineering services, under a master contract, for various Public Works projects on an on-call basis. This master contract is for the period of February 12, 2013 to December 31, 2017. Amendment No. 9 will add environmental preconstruction and construction support services for the development and construction of Upper Trona Wildrose Road Repair Project.

Quincy will utilize their sub-consultant, Panorama Environmental (Panorama), to carry out the necessary preconstruction and construction support tasks required. In the preconstruction Panorama will address all measures required by California Department of Fish and Wildlife (CDFW), Bureau of Land Management (BLM), Lahontan Regional Water Quality Control Board (LRWQCB) and the National Park Service (NPS). The measures to include but not limited to, Construction Notification and Reporting, CDFW approval of Biological Monitor, Nesting Bird Plan, Worker Environmental Training, Construction Engineering Support and Post Construction Notification and Reporting.

ALTERNATIVES: Your Board could choose not to approve Amendment 9. The Public Works Department staff does not have enough qualified staff to perform the construction engineering/management for this project.

OTHER AGENCY INVOLVEMENT: The Office of the County Counsel, the Auditor's Office, and the Risk Manager to review and sign the contract.

FINANCING: Funds for this will be paid through Budget Unit 034600 Road, Object Code 5265, Professional and Special Services. The costs for this project will be reimbursed by state emergency funding at 75 percent. The remaining 25 percent of the project costs will be paid by the road fund.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>Yes</u> Date: <u>7/8/16</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>7/12/16</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)  Date: 7/12/16

AMENDMENT NUMBER 9 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering, Inc. of Sacramento, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of engineering services dated February 12, 2013, on County of Inyo Standard Contract No. 156, for the term from February 12, 2013 to December 31, 2017.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Million Five Hundred Thirty Five Thousand Nine Hundred Sixty Two Dollars and No Cents (\$1,535,962.00) (hereinafter referred to as "contract limit")."

2. Attachment A to the contract, *Scope of Work*, shall be revised to include preconstruction and construction support required for the development and construction of the Upper Trona-Wildrose Road Repair Project as described in Quincy Engineering Inc.'s (Quincy's) proposal dated June 1, 2016, included in Attachment A9 to Amendment No. 9.
3. The fees for the scope of work described in Attachment A9 shall be the costs shown in Quincy's Cost Proposal included in Attachment A9 to Amendment No. 9.

The effective date of this amendment to the Agreement is _____, 2016.

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

AMENDMENT NUMBER 9 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2016.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

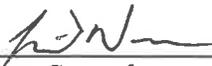
By:  _____

Dated: 6/22/17 _____

Taxpayer's Identification Number:

_____ 68-0269312 _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A9

**AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES**

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCOPE OF WORK:

The scope of work described in the original contract, dated February 12, 2013, is revised to include additional tasks required for preconstruction and construction support services for the development and construction of the Upper Trona-Wildrose Road Repair Project. The scope of services shall be in general accordance with Quincy's proposal dated June 1, 2016 included in Attachment A9 to this amendment.



Ms. Chantel Brown
Inyo County Public Works Department
168 N. Edwards Street
Independence, CA 93526

June 1, 2016

**Re: Upper Trona Wildrose Wash Road Scour Repair Project
Quincy On-Call Contract Amendment 9
Preconstruction and Construction Support**

Dear Ms. Brown:

Enclosed is the scope of work and cost estimate for Contract Amendment No. 9 for Quincy Engineering, Inc. (Quincy) and Panorama Environmental, Inc. (Panorama) and their subconsultants to perform preconstruction and construction support at the North Location of Upper Trona Wildrose Road. The additional tasks per this amendment for Quincy and Panorama have been identified as:

- Task 1.3: Hydraulics/ Geomorphology *(Reallocating remaining Budget)*
- Task 1.5: Task 1.5.1: Revise PS&E Package *(Added Scope for Quincy)*
- Task 1.6: Cultural Resources Impact Assessment *(New Task for Panorama)*
- Task 1.7: Permit Support *(New Task for Panorama)*
- Task 1.8: Preconstruction Surveys *(New Task for Panorama)*
- Task 1.9: Biological Monitoring and Reporting *(New Task for Panorama)*
- Task 1.10: Environmental Desktop Support *(New Task for Panorama)*
- Task 1.11: Construction Support *(New Task for Quincy)*

Contract Amendment No. 1 (initiated in March of 2014) to the On-Call Contract dated February 12, 2013 was to prepare a Storm Damage Repair PS&E package for Trona-Wildrose Road. **Contract Amendment No. 3** (executed in July 2015) to the On-Call Contract dated February 12, 2013 was to incorporate two additional sites (Sites #2 and #3) into the PS&E package. **Contract Amendment No. 7** (executed in January 2016) to the On-Call Contract dated February 12, 2013 included additional environmental studies based on National Park Service and Bureau of Land Management requirements.

Amendment No. 1 <i>(Added Trona Wildrose Road Project to the 2013 On-Call Contract)</i>	\$ 86,000
Amendment No. 3 <i>(Augmented Trona Wildrose Road Project for additional Sites)</i>	\$ 67,400
Amendment No. 7 <i>(Augmented Trona Wildrose Road Project for Added Environmental Studies)</i>	\$ 13,285
<u>Amendment No. 9 <i>(This amendment to Trona Wildrose Road Project for Construction Support)</i></u>	\$ 66,000
Total Not to Exceed Amount <i>(Trona Wildrose Road Project)</i>	\$ 232,685

Please feel free to call and discuss this amendment if you have any questions.

Sincerely,
James L. Foster, Jr.
James L. Foster, Jr., P.E.
Project Manager

developing YOUR vision | delivering YOUR project



**On-Call Contract – Task 1 - Amendment 9
Upper Trona Wildrose Wash Road Scour Repair Scope of Work & Cost Augmentation**

Quincy Engineering, Inc. (Quincy) has developed an augmented scope of work and cost estimate for the preconstruction and construction support of Upper Trona-Wildrose Road Repair Project for Inyo County Public Works (County). This scope and budget augmentation is required to provide the additional engineering and environmental services requested by the County for preconstruction and construction support. The Scope of Work and Cost Augmentation has been developed considering the work completed to date and the work required to assist the County to successfully complete the project through the Construction Phase.

Amendment No. 9 Scope of Work and Cost Augmentation Description

The nature of the tasks associated with the original scope of work from March 2014 and Amendments No. 1, 3 and 7 will not change. The following is a description of the requested revisions and additions to the current scope of work:

Task 1.1 – KO Meeting/Project Management

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.2: Surveys

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.3 Hydraulics/Geomorphology

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task. The scope for this task required less budget than originally anticipated. The geomorphology report was not needed and the overall effort for this task was reduced based on project needs.

Quincy will transfer the remaining unused budget from Wreco to supplement the out of scope hours of work required to update the County boiler plate specifications to match with the latest Caltrans 2010 standard specifications and project special provisions.

Task 1.4 – Environmental/Permits

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4.1 – Site Visit

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4.2: Permitting Support and Coordination

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4.2.1: Streambed Alteration Agreement (California Department of Fish and Wildlife)

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4.2.2: Waste Discharge Requirement (Lahontan Regional Water Quality Control Board)

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4.3 Reconnaissance for Desert Tortoise

This task was removed per Amendment No. 3.

Task 1.4.4: Coordination with NPS and BLM

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.



Task 1.4.5: Biological Resources Impact Assessment

No additional Scope of work or hours are proposed in addition to previous amendments to complete this task.

Task 1.4.6: Cultural Resources Impact Assessment

No additional Scope of work or hours are proposed in addition to previous amendments to complete this task.

Task 1.5: PS&E

Task 1.5.1: Revise Specifications and Estimate

Quincy will revise and resubmit the Project Special Provisions and Engineer's Estimate of costs. Additional scope is being added to Task 1.5 to revise the Plans, Specifications and Estimate package to incorporate the changes associated with the environmental support tasks listed below. The 100% specifications and estimate package list an item for "Contractor Supplied Biologist". This item must be removed because Panorama will be providing these services for the County. The PS&E package will be revised and updated to reflect this and any other required changes that come from the acceptance process by the Bureau of Land Management (BLM) and the National Park Service (NPS). A total of 13 hours are assumed to be required for this task.

Task 1.6: Cultural Resources Impact Assessment

NPS is requiring the County to prepare an updated site record for the historic Wildrose Road to include detailed descriptions of the road segments encountered during the cultural resources survey for the project. ASM will prepare and submit the updated site record. The updated site record will meet NPS requirements for the update, including maps identifying previously recorded resources near Wildrose Road and illustrations depicting Wildrose Road on historic period maps.

Task 1.7: Permit Support

Task 1.7.1: Prepare Construction Checklist

The Streambed Alteration Agreement (Notification No. 1600-2015-0265-R6) issued by the California Department of Fish and Wildlife (CDFW) and Waste Discharge Certification (WDID No. 6B141512004) issued by the Lahontan Regional Water Quality Control Board (RWQCB) includes protection measures and specific noticing requirements that the County must implement prior to, during, and after project construction. Panorama will prepare a construction checklist that consolidates all the measures required by the permits, as well as any measures required by the BLM and NPS, into one list separated into pre-construction, construction, and post-construction categories. The construction checklist will be submitted to the County along with copies of the permit notifications from CDFW and the RWQCB and updated as construction progresses. The checklist and permits will also be combined in a single document that can be provided to the construction contractor as part of the Worker Environmental Awareness Program (WEAP; see Task 1.7.5).

Task 1.7.2: Construction Notification and Reporting

Notification of Construction Initiation

The Streambed Alteration Agreement for the project requires that the County notify CDFW of construction initiation. Panorama will send a Notice of Construction Initiation to CDFW on behalf of the County at least 5 days prior to the beginning of project construction.

Notification of Construction Completion and End of Construction Report

The Streambed Alteration Agreement and Waste Discharge Certification require the County to notify each permitting agency of project completion. The Notice of Completion is required to terminate the Waste Discharge Certification permit coverage and to stop the accrual of the



ATTACHMENT A9

annual permitting fee assessed by the RWQCB. Panorama will prepare construction completion notifications on behalf of the County and submit to CDFW (within 5 days of completion of construction) and the RWQCB (within 30 days of completion of construction). Additionally, Panorama will prepare and submit an End of Construction Report to CDFW, as required by Section 4.2 of Streambed Alteration Agreement. The End of Construction Report will summarize the results from the monitoring activities conducted by the CDFW-approved biologist. Panorama will submit a draft End of Construction Report to Quincy and the County to review prior to sending the report to CDFW. Panorama will address one round of edits and prepare the final End of Construction Report and submit to CDFW within 60 days following completion of construction activities.

Task 1.7.3: CDFW Approval of Biological Monitor

Panorama will facilitate CDFW-approval of the biological monitor. Panorama will prepare a package of materials including the name, qualifications, resume or curriculum vitae, and contact information of the biologist responsible for monitoring of construction activities and submit it to CDFW for approval no more than 30 days before the initiation of construction activities, as required by Section 2.1 of the Streambed Alteration Agreement.

Task 1.7.4: Nesting Bird Plan

The Streambed Alteration Agreement requires the preparation of a project-specific Nesting Bird Plan if construction activities are to be conducted between February 1 and September 30. Panorama will prepare a Nesting Bird Plan that meets CDFW requirements identified in Section 2.2 of the Streambed Alteration Agreement. The Nesting Bird Plan will include at a minimum: monitoring protocols; survey timing and duration; the creation, maintenance, and submittal to CDFW of a bird-nesting log; and project-specific avoidance and minimization measures. Panorama will submit a draft Nesting Bird Plan to Quincy and the County to review prior to sending the Plan to CDFW. Panorama will address one round of edits and prepare the final Nesting Bird Plan and submit to CDFW no later than 30 days prior to the initiation of construction activities.

Task 1.7.5: Worker Environmental Training

The Streambed Alteration Agreement requires the preparation and administration of a project-specific WEAP. Panorama will prepare a WEAP to educate on-site workers about sensitive environmental issues associated with the project. The WEAP will be prepared in pamphlet format and will include the following:

- Explanation of the avoidance and minimization measures for biological resources and the possible penalties for not adhering to them.
- General safety protocols such as hazardous substance spill prevention and containment measures, fire prevention and protection measures, and speed limits.
- Explanation of the sensitive locations of biological resources such as Wilderness areas within and adjacent to work areas, and proper identification of these resources.
- Natural history information on the sensitive biological resources including information on physical characteristics, photographs, distribution, behavior, ecology, sensitivity to human activities, legal protection, reporting requirements, and conservation measures required for the project.
- Contact information for the biological monitor(s).
- Direction to all workers to report all observations of special-status species and their sign to the biologist.
- A training acknowledgment form to be signed by each worker indicating that they received training and will abide by the guidelines.

Panorama will provide a draft WEAP to Quincy and the County to review. Panorama will address one round of edits and prepare the final WEAP in PDF format to the County to print



and administer to all on-site construction personnel prior to each crew member commencing work at the project site.

Direct Cost

Panorama will print up to 50 copies of the WEAP brochure and mail to the County for distribution to all on-site construction personnel.

Task 1.8: Pre-Construction Reconnaissance Survey

Panorama's biologist will conduct a pre-construction reconnaissance survey for wildlife, nesting birds, and special status plants no less than 5 days prior to construction activities as required by Section 2.1 of the Streambed Alteration Agreement. Panorama's biologist will provide a short summary of pre-construction findings that will be included in the End of Construction Report (*Task 1.7.2*) and would be provided to the Designated Biologist (*Task 1.9*) in the event that Panorama does not provide the Designated Biologist for construction. The memo will identify the location of any State or federally listed sensitive species as well as any invasive species observed in the project area. Panorama will notify CDFW if State-listed species of special concern or threatened or endangered species are found within the project area during pre-construction surveys. If invasive species are identified in the project area, Panorama will prepare and submit to CDFW a Suspect Invasive Species Report, as required by the Streambed Alteration Agreement.

Task 1.9: Biological Monitoring and Reporting

BLM and NPS require a Designated Biologist on site during all project activities. The Designated Biologist must meet CDFW and USFWS qualifications for desert tortoise monitoring. Panorama will provide the County with a qualified biological monitor to act as the Designated Biologist for the duration of project construction (up to 8 weeks). Panorama's biologist will also maintain a bird-nesting log, and weekly monitoring reports that will be compiled and provided to the County upon construction completion and will be included in the End of Construction Report (*Task 1.7.2*) provided to CDFW.

Task 1.10: As-Needed Environmental Desktop Support

Panorama will provide as-needed environmental support services throughout the construction process. This task includes additional agency correspondence with BLM, NPS, and permitting agencies, as necessary. Panorama will be available to provide environmental assistance for concerns that may arise during construction. This service will be limited to phone conversations and emails to provide advice, look up information for the County, provide maps to the County, and coordinate with agencies, up to the costs specified in the budget.

Assumptions

This scope of work for Tasks 1.6 through 1.10 assumes the following:

- All draft deliverables will be provided as electronic copy and client edits will be provided electronically
- Final deliverables to CDFW and Lahontan RWQCB will be submitted electronically
- Site visits by Panorama staff are not included in this scope of work. All work would be conducted remotely, apart from the biological monitoring
- BLM and NPS environmental measures in addition to what is included in the April 2016 Environmental Package are not included in this scope of work. Additional environmental measures required by BLM and/or NPS would require additional scope and budget
- Task 1.8 assumes one submittal of Suspect Invasive Species Report to CDFW
- Task 1.9 assumes biologist would be present 10 hours per day, 5 days per week, for 8 weeks of construction



Task 1.11: Construction Engineering Support

Task 1.11.1: Construction Management and Oversight

The PS&E Project Manager will provide project management during the project construction period including hours for status meetings, invoice processing and subconsultant management. A total of 6 hours has been assumed for this task.

Task 1.11.2: Bid Support

Quincy will assist the County with bidder questions which may arise prior to bid submittals. Quincy will collaborate with the County to best address bidder Requests for Information which may arise during the bidding process. After the apparent low bidder is determined, Quincy will assist the County with initiating the Construction phase by: providing a revised project schedule, identifying any potential budgetary shortfalls and strategizing with the County how best to address budgetary concerns. A total of 10 hours have been assumed for this task.

Task 1.11.3: Construction Staking Support

Quincy will provide the County with staking information to assist the surveyor with establishing control at the site. Fully annotated construction cross sections of the proposed repair are not anticipated to be required for this project. A total of 12 hours have been assumed for this task.

Task 1.11.4: Contractor Submittal Review / Request for Information

Quincy will provide desk review of up to three contractor submittals. Contractor submittals for the following bid items are anticipated:

1. Imported Borrow (review the borrow source certifications, gradation and specified R-Value)
2. Hot Mix Asphalt (HMA) mix design review
3. Gabion Mattress Submittal Review

A total of 9 hours have been assumed for this task.

Task 1.11.5: Requests for Information

Quincy will review and provide responses to contractor requests for information during construction. A total of 8 hours has been assumed for this task.

Task 1.11.6: Change Order Support

In case of any potential change in condition encountered during construction, Quincy will review the plans, specifications and estimate package to support the County with determining the validity of potential Contractor claims and make the proper recommendation to the County. If needed, Quincy will address changes in condition by providing revision details and/or supplemental project special provisions. If other additional work is identified during construction by the County, Quincy will assist the County by providing additional plan and specifications of up to one (1) plan sheet. A total of 14 hours have been assumed for this task.

Task 1.11.7: Field Review

Quincy will provide one site visit during construction to assess and review the progression of construction and to assist the County as needed. It is anticipated that the field visit would include four (4) hours on site in addition to travel time. A total of 20 hours have been assumed for this task.

Inyo County - Trona Wildrose Wash Road Scour Repair Project
Year 2016 Hourly Rates

Rates are effective January 1, 2016 through December 31, 2016

Labor by Classification	Hourly Rate
Principal Engineer/Principal-in-Charge	\$62 - \$84
Associate Principal Engineer	\$52 - \$75
Senior Engineer	\$46 - \$75
Associate Engineer	\$33 - \$60
Assistant Engineer*	\$26 - \$44
Senior Engineering Tech*	\$31 - \$48
Engineering Tech/Assistant*	\$19 - \$39
CAD Manager	\$33 - \$54
CAD Tech*	\$21 - \$36
Student Assistant/Intern*	\$16 - \$24
Administrative Assistant/Support Staff*	\$11 - \$39
Senior Project Manager/Proj Manager	\$52 - \$84
Project Engineer	\$36 - \$75
Resident Engineer/Bridge Rep	\$42 - \$73
Senior Inspector*	\$36 - \$63
Inspector*	\$22 - \$48

Environmental

Environmental Manager	\$50 - \$65
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Surveying - Office Classifications

Senior Surveyor/ Survey Department Manager	\$38 - \$60
Associate Surveyor/Project Surveyor	\$35 - \$45
Survey Technician*	\$28 - \$41

Surveying - Field Classifications

Party Chief*	\$28 - \$60
Instrumentman*	\$28 - \$45
Chainman/Rodman*	\$28 - \$41
One Man Crew*	\$28 - \$60
Two Man Crew*	\$75 - \$125

Overhead Rate **176.80%**

Other Direct Costs

Office Computer & Software	Included in Overhead
Office Phone/Cell/Fax	Included in Overhead
Reproduction	
Black & White in office	Included in Overhead
Color in office	Included in Overhead
Vendor	Cost
Delivery	Cost
Mileage	Current Federal Rate (\$.575/mi.)
Other Travel	Cost
Subconsultants	Cost
Short Term Per Diem	up to \$180 per day
Long Term Per Diem	up to \$85 per day
Field Vehicle	up to \$67 per day
Field Computer/Printer	\$220 per month
Field Cellular Phone	\$130 per month
Prevailing Wage Differential**	Cost Plus Payroll Taxes or as dictated by audit.
Misc.	Cost

Fee

Labor + Overhead	10%
Other Direct Costs	0%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

**Prevailing Wage Differentials may apply for Construction Inspection and Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

All rates are subject to an annual escalation of up to 3.5% per year.

Exhibit 10-H Cost Proposal

Cost Proposal

Contract No. Inyo County - Trona Wildrose Road - Construction Support
 Consultant Quincy Engineering, Inc.

Date 6/1/2016**DIRECT LABOR**

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$62-\$84	0	\$76.70	\$ -
Principal Eng.	James Foster	JF	\$62-\$84	14	\$76.70	\$ 1,073.80
Assoc Eng.	Robert Ferguson	RF	\$33-\$60	69	\$48.40	\$ 3,339.60
Senior Eng.	Carolyn Davis	CD	\$46-\$75	0	\$66.90	\$ -
Senior Eng.	Garrett McLaughlin	GM	\$46-\$75	0	\$57.40	\$ -
Senior Eng.	Maxwell Katt	MKA	\$46-\$75	0	\$54.10	\$ -
Senior Eng.	Kelly Gallagher	KG	\$46-\$75	8	\$64.10	\$ 512.80
Drafter	Bob Maechler	BM	\$21-\$54	12	\$44.20	\$ 530.40
Assoc Eng.	Shane Salvador	SS	\$33-\$60	0	\$43.20	\$ -
		Blank		0	\$ -	\$ -
		Blank		0	\$ -	\$ -
		Blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -
		blank		0	\$ -	\$ -

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LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$5,456.60</u>	
b) Escalation for Multi-Year Project (0.0%):	<u>\$0.00</u>	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$5,456.60</u>	\$5,456.60

FRINGE BENEFITS

d) Fringe Benefits (Rate: 39.0%):		
e) TOTAL FRINGE BENEFITS [(c) x (d)]	<u>\$2,128.07</u>	\$2,128.07

INDIRECT COSTS

f) Overhead (Rate: 109.5%):		
g) Overhead [(c) x (f)]	<u>\$5,974.98</u>	
h) General Administration (Rate: 28.3%):		
i) Gen & Admin [(c) x (h)]	<u>\$1,544.22</u>	
j) TOTAL INDIRECT COSTS [(g) + (i)]	<u>\$7,519.19</u>	\$7,519.19

FIXED FEE (Profit)

k) Fixed Fee (10.0%):		
l) TOTAL PROFIT [(c) + (e) + (j)] x (k)	<u>\$1,510.39</u>	\$1,510.39

OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage r:	780 miles @	\$0.540	\$421.20	
Pier Diem/ Hotel	2 days @	\$150.00	\$300.00	
Delivery	1 @	\$56.54	\$56.54	
Vendor Reproduction			\$0.00	
Title Report	0 @	\$0.00	\$0.00	
Miscellaneous			\$0.00	
Prevailing Wage Differential			\$0.00	
m) Other Direct Cost Subtotal:			<u>\$777.74</u>	\$777.74

p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>\$48,608.00</u>	<u>\$48,608.00</u>
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r) TOTAL COST	<u>\$66,000.00</u>
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ATTACHMENT B9

**AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES**

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

FEES:

The fees for the scope of work described in Attachment A9 shall be the rates shown in Quincy's proposal schedule included in Attachment A9.

Project	Service	Amount
Upper Trona-Wildrose Road Repair Project Project # TR13-044	Preconstruction-Construction Support	\$66,000.00
Total:		\$66,000.00

The costs these services will increase the total contract amount by \$66,000.00 to \$1,536,062.00.

The costs shown above are an estimate of probable costs, and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the consultant. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

ATTACHMENT C9

AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 TO: December 31, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENTS:

The Consultant shall be compensated at the rates shown in Quincy's Year 2016 Hourly Rates as shown in Attachment A9 to Amendment No. 9 for travel and per diem expenses.



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: Water Department

FOR THE BOARD MEETING OF July 26, 2016

SUBJECT: Assignment of Primary and Alternate Directors to the Indian Wells Valley Groundwater Authority.

DEPARTMENTAL RECOMMENDATION:

The Water Department requests that your Board assign Supervisor Matt Kingsley and Water Director Bob Harrington to be respectively the Primary Director and Alternate Director to the Board of Directors of the Indian Wells Valley Groundwater Authority.

SUMMARY DISCUSSION:

At your Board's July 12, 2016 meeting under agenda item #22, Inyo County joined in a joint exercise of powers agreement (JPA) to form the Indian Wells Groundwater Authority (IWGA). The JPA provides that:

Section 6.02 – Directors and Alternates.

Each General Member's governing body shall appoint one Primary Director and one Alternate Director. The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is unable to attend a Board meeting. The Primary and Alternate Directors for the County of Kern, Indian Wells Valley Water District and the City of Ridgecrest shall be elected members of their governing bodies. Primary Directors and Alternate Directors shall serve at the pleasure of the governing body appointing them and they may be removed at any time, with or without cause, in the sole discretion of their governing body. Each Primary Director and Alternate Director shall hold office until their successor is selected by their governing body and the Authority has been notified of the succession.

ALTERNATIVES:

Your Board may assign other individuals to these director positions, e.g., your Board may assign a Board member to be Alternate Director. Under this JPA, these director positions may be Board members, but are not required to be.

OTHER AGENCY INVOLVEMENT:

Kern County, San Bernardino County, Indian Wells Valley Water District, City of Ridgecrest, China Lake Naval Air Weapons Station, California Department of Water Resources, US Bureau of Land Management, California State Water Resources Control Board.

FINANCING:

N/A

APPROVALS

COUNTY COUNSEL:

N/A

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*

Approved: _____ Date: _____

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

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



Date: 7/15/2016



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

15

Consent
Hearing

Departmental

Correspondence Action

Public

Scheduled Time for

Closed Session

Informational

FROM: HEALTH & HUMAN SERVICES – FIRST/Wraparound

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Request to hire a FIRST Supervisor at Range 78 or 81, contingent upon licensure

DEPARTMENTAL RECOMMENDATION:

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

- A. The availability of FIRST (Families' Intensive Response & Strengthening Team) funding for the position of a FIRST Supervisor exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C. Approve the hiring of a FIRST Supervisor either at Range 78 (\$5,303-\$6445) or Range 81 (\$5,692-\$6,921), contingent upon whether or not the successful applicant holds a California license to practice psychotherapy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Supervisor for the FIRST program was authorized at the September 2015 budget hearings, at the two ranges articulated above, to further develop the former Wraparound program services into a broader prevention and diversion program with multiple funding streams. This program is positioned to become involved at earlier points with families demonstrating difficulties addressing issues of parenting, juvenile delinquency, employment, substance use, mental health, and appropriate student attendance in local schools with an overarching goal of mitigating or eliminating the need for more costly, later interventions with one or more of the public systems of child welfare, juvenile probation, addictions treatment and CalWORKS. Such services have seen success when using the nationally-recognized Wraparound philosophy of intensive services to families, with oversight by a strong supervisor trained in the philosophy and strategies of Wraparound. Given the pending transition and modifications in utilization of the Inyo County Juvenile Center, programs like FIRST take on greater importance. Thus, the Department requests, at this time, the Board's consideration of funding the previously authorized FIRST Supervisor position.

ALTERNATIVES:

The Board could choose to not allow HHS to fill this current position. Doing so would mean that the existing FIRST team would not be able to develop into a broader range of services.

OTHER AGENCY INVOLVEMENT:

Inyo County Juvenile Probation, California Departments of Social Services, Health Care Services, First 5 Commission

FINANCING:

The funding for this position is budgeted in FIRST budget (055801) in the Salaries and Benefits object codes. This budget was created using funds estimated to be from the following budgets: CMH (045200-69%); Social Services (055800-26%); and First 5 (643000-5%). 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>yes</u> Date: <u>7/12/16</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>7/12/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-13-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Approval of ECHO Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve the contract between the County of Inyo and the Echo Group for a total amount not to exceed \$48,236.34 for the period of July 1, 2016 to June 30, 2017; contingent upon the Board's adoption of the FY16/17 budget, and authorize the Chairperson to sign the contract and the HIPAA Business Association Agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The HHS Behavioral Health Division is in the process of implementing Kings View Cerner/Anasazi product for our electronic health record. The contract with Kings View was approved by your Board on May 10, 2016 and training began on May 17, 2016. We have worked through additional trainings and through the conversion process of our records. We have a "Go Live" date of July 1, 2016 and will begin all documentation into this product and related billing at this time. Despite this very fast paced implementation of our new product, there will be the need to access the ECHO Share Care product to resolve billing and claim issues as well as complete cost reporting for the FY 15/16. This contract comes late to your Board as we have taken time to monitor and review the implementation of the Kings View product to make the best estimate regarding our ongoing needs with ECHO. We have requested to decrease the contract costs and have worked with ECHO personnel regarding our ongoing user need for access in order to meet regulatory requirements for billing and cost-reporting for FY 15/16. We continue to work closely with our IT Department to ensure that sound decisions are made. HHS Fiscal and Analyst staff as well as all Behavioral Health Division staff have made this implementation a priority and have invested significant time and attention to set up, training, and conversion.

ALTERNATIVES:

Your Board could deny ratification and approval of this contract. This would result in an inability to resolve the FY 15/16 claims to draw down Medi-Cal funds or to access the necessary data for cost-reporting and other regulatory requirements.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services: Drug Medi-Cal, Medi-Cal and Medicare programs.

FINANCING:

MHSA IT funds, Medi-Cal Administrative funds and Behavioral Health Realignment. This expense will be budgeted in Mental Health (045200) in Professional & Specialized Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: <u>6/20/2016</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>eyes</u> Date: <u>6/23/2016</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>✓</u> Date: <u>7/8/16</u>
INFORMATION SERVICES DIRECTOR:	INFORMATION SERVICES AND RELATED ITEMS (Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>7/6/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner Date: 7-10-16

AGREEMENT BETWEEN COUNTY OF INYO
AND The ECHO Group
FOR THE PROVISION OF Information Technology SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Information Technology services of The ECHO Group of Conway, New Hampshire (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier, Ph.D, whose title is: HHS Deputy Director-Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$48,236.34 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Behavioral Health	Department
162 J Grove St.	Street
Bishop, Ca 93514	City and State

Contractor:	
The ECHO Group	Name
15 Washington St.	Street
Conway, New Hampshire 03818	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND The ECHO Group
FOR THE PROVISION OF Information Technology **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Tracy E. Orlando
Signature

Dated: _____

Tracy E. Orlando
Print or Type Name

Dated: 6/29/10

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO

AND The ECHO Group
FOR THE PROVISION OF Information Technology SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

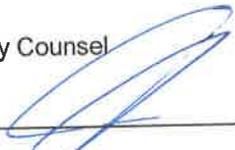
Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

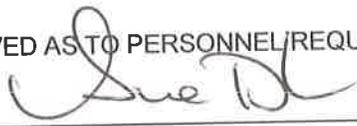


APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
The ECHO Group

AND _____
Information Technology
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SCOPE OF WORK:

Paragraphs 1. Support Services, 2. Software Updates, and 3. Hosting Services, from the Software Support and Maintenance Agreement attachment.

Consideration:

Notwithstanding the terms of Paragraph 3.B Travel and Per Diem- Contractor shall be reimbursed for travel and per diem in the event that additional training or on-site services are requested and approved under separate work order by County while Contractor is providing the services outlined in the Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Gail Zwier, Ph.D whose title is HHS deputy Director of Behavioral Health. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses.

Notwithstanding the terms of Paragraph 3 E. Billing and payment - Contractor shall submit to the County a bi-annual invoice for Support, Maintenance and Hosting Service under this Agreement. County may opt out of second 6 month period with at least 30 days written notice to discontinue services prior to January 1, 2017.

Cancellation:

Notwithstanding the terms of paragraph 14. Cancellation - Bi-Annual Maintenance Fees will not be refunded to the County in the event County cancels the Agreement without cause outside of the conditions listed above. In the event the provisions of Paragraph 22. Funding Limitations, apply, prorated maintenance fees will be refunded to the County. In the event Contractor will not unreasonably withhold written consent to assign monies due under this Agreement.

Assignment:

Notwithstanding Paragraph 15. Assignment- County will not unreasonably withhold written consent to assign monies due under this Agreement.

The work under this contract shall be quality and quantity that is acceptable to the County. Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as Attachment D.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

The ECHO Group

AND _____

Information Technology

FOR THE PROVISION OF _____

SERVICES

TERM:

July 1, 2016

June 30, 2017

FROM: _____

TO: _____

SCHEDULE OF FEES:

Payment Grid Attached

B.2 PAYMENT GRID.

Program/Service Description	Unit Type	Rate	Total # Units	Maximum Contract Amt
Support, Maintenance and Hosting Services Fee for – 8 Concurrent Echo Software Users (4 ShareCare Clinical & 4 ShareCare Administrative and Billing)	6 months	\$17,368.17 Bi-Annually	2	\$34,736.34***
Support, Maintenance and Hosting Services Fee for Data Junction Lite Maintenance	Each	\$500.00	1	\$500.00***
Support, Maintenance and Hosting Services Fee for Database Replication Services	Month	\$250.00	12	\$3,000.00***
Development, Implementation, Support and Maintenance for California Mandates*	Hours	\$225.00	22.23 HRS as needed and approved	Not to exceed \$5,000.00 per contract period
Contingent Professional Services*	Hours	\$225.00	22.23 HRS as needed and approved	Not to exceed \$5,000.00 per contract period
MAXIMUM CONTRACT AMOUNT*				\$48,236.34**

* Any services needed that exceed the Maximum Contract Amount must be authorized by an Amendment executed by both parties.

** Contingent upon the availability of funds and approval of the Board of Supervisors.

***County may opt out of the second 6 month period with at least 30 days written notice to discontinue services prior to January 1, 2017

END OF ATTACHMENT B

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND The ECHO Group
FOR THE PROVISION OF Information Technology **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2017

SEE ATTACHED INSURANCE PROVISIONS

1. Support Services

A. ECHO shall provide telephone support for the ECHO products as listed in Attachment B of this Agreement. Telephone support services will include assistance related to routine questions regarding use of the products, assistance in identifying and verifying the causes or suspected errors or malfunctions in the products, advice on detours for identified errors or malfunctions, where reasonably available, and advice on the best means for correcting operator error. Telephone support does not include implementation or training services or the development of new programs by COUNTY. ECHO will make a good faith effort to respond to COUNTY requests for telephone support between the hours of 8:30 a.m. to 5:30 p.m. P.T. Monday through Friday within two hours, except for ECHO holidays. ShareCare Support can be reached by e-mail at sharecaresupport@echoman.com or by phone at (510)238-2727.

B. Telephone support specifically excludes any questions arising from:

1. Modifications to software by persons other than ECHO personnel
2. Products not listed in Attachment B of this Agreement.
3. Correction of operator error. ECHO will answer questions resulting from operator error; however, corrections made by ECHO to COUNTY database as a result of operator error are not included.
4. COUNTY operating system, telecommunications and/or hardware products
5. Third-party software products including but not limited to Delphi™, Cold Fusion™, any SQL engines and Crystal Reports™.

C. In the event that the resolution of a support case involves ECHO's correction of a COUNTY data error, ECHO will provide written documentation of the error identified and the script or other method used to correct the data. No data will be adjusted without the prior written consent of authorized COUNTY personnel.

D. The COUNTY agrees to assume responsibility for installation and maintenance of an Internet connection with a reliable connection speed as identified by ECHO to enable access to your hardware configuration for purposes of remote support. An email address is also required for the purpose of upgrades and updates.

E. ECHO reserves the right to refuse requests for support made by customers without a current agreement or with an undisputed receivable balance due to ECHO in excess of thirty (30) days overdue.

F. **Priorities and Escalation** ECHO prioritizes its support requests and responds to those requests in the following fashion:

1. A Priority 1 Issue begins when the one of the following occur as a result of an ECHO system failure to perform in accordance with its Software Documentation:
 - a) COUNTY formally reports that the COUNTY's system is down and inaccessible to all or a majority of COUNTY personnel. This may take the format of an email or other written communication.
 - b) COUNTY is unable to produce bills or create charges, or
 - c) COUNTY is unable to post payments

2. These issues will receive immediate attention from support department management and the COUNTY's business analyst during the hours specified in paragraph 1 listed above. Both will coordinate a plan of action as soon as practicable, and will provide regular updates to COUNTY personnel on the status and resolution of the issue. The Chief Executive Officer and / or the Director of Engineering will be notified if the issue is not resolved within four hours.
3. It is understood that at the COUNTY's discretion, the COUNTY may be entitled to claim against the maintenance fees paid during the applicable year in the event a Priority 1 issue results in downtime exceeding three business days. Such claim would be calculated as one-fifty-second of the annual software support and maintenance fee for each three days that the system is down (no proration) up to the total software support and maintenance fee paid for that specific year.
4. All other support issues are identified as Priority 2 issues. Each support case under this category is assigned to a Support Department Specialist and if the specialist is unable to provide an immediate resolution to the issue, they will involve other support, quality assurance and development personnel as required.

2. Software Updates

- A. ECHO will provide the COUNTY with updated, enhanced versions of all ECHO products described in Attachment B of this Agreement. The interval of updates and new features of updates will be at ECHO'S sole discretion, but will include consideration of all COUNTY requests. Funding source or COUNTY-specific enhancements will be done only at standard ECHO rates, as will the cost of incorporating enhancements into funding source or COUNTY specific software.
- B. Shipment of updates, corrections, or other software by ECHO will be by lowest cost carrier. Request by the COUNTY for faster shipment will result in all shipping costs being borne by the COUNTY.

3. Hosting Services

A. ECHO Responsibilities

ECHO will maintain application, database, and communications servers adequate for COUNTY to operate the software defined in Attachment B. Hosting will include:

1. Installation of all application software defined in Attachment B.
2. Installation of all operating system and communications software necessary on the server to operate the software and number of users defined in Attachment B.
3. Creation of the initial database necessary for the operation of the application software
4. Maintenance of the application database, including indexes, stored procedures and triggers
5. TCP/IP communications linkages accessible to COUNTY via the Internet
6. Adequate data storage capacity for application software operation
7. Network Monitoring
8. A full database back-up will be executed nightly, without interruption of system operation. In addition, at least four (4) times during each ECHO workday, a complete transaction log back-up will be made. Verification of successfully completed backup processes is included
9. Monitoring of key system metrics including: Threshold based monitoring of CPU utilization, file systems space utilization, and memory utilization

10. Network/firewall monitoring
11. Server Redundancy: In order to maximize system availability, server redundancy will be maintained, including web server and application server, as well as industry standard RAID data storage configuration. In addition, Internet connectivity will have multiple broadband or faster connections.
12. Security / Encryption: ECHO will utilize industry standard digital certificates that provide a minimum of 128-bit encryption through Secure Socket Layer (SSL) technology to manage server-based security of COUNTY data and data communications.
13. Updates and System Maintenance
14. Database and operating system software will be installed and maintained in operating order
15. ECHO will provide updated versions of application, database and operating system software at intervals determined by ECHO
16. ECHO will establish maintenance timeframe windows with COUNTY for required updates and general system maintenance that will limit access to the system.

B. COUNTY Responsibilities

System Support

1. COUNTY shall provide all of the local equipment and operating systems necessary for operation of the products.
2. COUNTY shall install and pay the cost of the high speed communication interface with the Internet with which the products will operate
3. From time to time, ECHO may need the assistance of the COUNTY in diagnosing a support issue. The COUNTY will assist ECHO in performing diagnostic activities in connection with a request for services under this Agreement

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and _____, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

By: _____

By: Tracy Orlando

Print Name: _____

Print Name: Tracy Orlando

Title: _____

Title: Dir. of Contracting

Date: _____

Date: 6/22/10



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health, Substance Use Disorder (SUD)

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Approval of Amendment A04 to the Multi-Year contract with Department of Health Care Services for Substance Use Disorder Services for Fiscal Years 2014-2015 through 2016-2017.

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve the Amendment A04 to the Standard Agreement between the County of Inyo and the Department of Health Care Services for Substance Use Disorder Services, recognizing an increase of \$15,783, for a total contract amount of \$1,290,905, for the period beginning July 1, 2014 through June 30, 2017, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign five original signature pages plus one original signature on the Certification (CCC-307).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Agreement was received by our department on July 1, 2016 and it is due back to the State with Board minutes indicating approval by August 31, 2016. This is the fourth amendment in a series of amendments to the contract that the Department of Health Care Services are issuing as they continue to provide clarifying language to various requirements of contracting agencies in their provision of substance use disorder prevention and treatment services.

This is the standard contract between the County of Inyo and the Department of Health Care Services for substance use disorder services for a three-year cycle. In addition to the increase of \$15,783, other changes include modification to the terms and conditions as follows:

- 1) Exhibit A, Attachment I A3 (42 Pages), which is incorporated in its entirety with amended language adding Threshold Language Translation Requirements under Government Code sections 7290-7299.8, as well as definitions and references related to contractors (pages 8, 9, 10, 11, and 40).
- 2) Exhibit B A3 (20 pages) – Budget Detail and Payment Provisions, which is incorporated in its entirety with the deletion of references to SAPT Block Grant HIV Set Aside funding, as well as updated Drug Medi-Cal rates and units of service (pages 7, 19 and 20).
- 3) Exhibit B, Attachment I A3 – Funding Amounts (1 page), which is incorporated in its entirety with updated budget amounts.

All other terms and conditions shall remain the same.

ALTERNATIVES:

Your Board could deny or delay this request, which would end or interrupt the flow of State and Federal funds for substance use disorders programming in the County of Inyo.

OTHER AGENCY INVOLVEMENT:

State of California – Health and Human Services Agency-Department of Health Care Services

FINANCING:

This will be brought in as Revenue to the Substance Use Disorders Budget (045315) as Federal Other (4552) and Patient Payments (4742)

<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> Approved: <u>Yes</u> Date: <u>7/11/16</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/12/2016</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)



Date: 7-13-16

Check here if additional pages are added: 64 Page(s)

Agreement Number 14-90061	Amendment Number A04
Registration Number:	

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

State Agency's Name Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name County of Inyo	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2014 through June 30, 2017
3. The maximum amount of this Agreement after this amendment is: \$ 1,290,905
 One Million, Two Hundred Ninety Thousand, Nine Hundred Five Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. **Amendment effective date:** July 1, 2014
 - II. **Purpose of amendment:** This amendment 1) modifies the terms and conditions; 2) increases the overall multi-year funding; and 3) identifies the changes in Exhibit B Attachment I A3 - Funding Amounts. The Contractor's 2014, 2015, and 2016 SAPT Block Grant and State General Funds Awards were amended from the original contract.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$15,783 and is amended to read: ~~\$1,275,122 (One Million, Two Hundred Seventy Five Thousand, One Hundred Twenty Two Dollars)~~ **\$1,290,905 (One Million, Two Hundred Ninety Thousand, Nine Hundred Five Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR

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 Jeff Griffiths, Chairperson	
Address 163 May Street Bishop, CA 93514	

STATE OF CALIFORNIA

Agency Name Department of Health Care Services	
By (Authorized Signature) 	Date Signed (Do not type)
Printed Name and Title of Person Signing Don Rodriguez, Chief, Contract Management Unit	
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413	

CALIFORNIA
 Department of General Services
 Use Only

Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4

- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A, Attachment I A3 - Program Specification (42 pages)

All references to Exhibit A, Attachment I A2- Program Specifications in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment I A3 - Program Specifications. Exhibit A, Attachment I A2 - Program Specifications is hereby replaced in its entirety by the attached revised exhibit.

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A3 - Budget Detail and Payment Provisions (20 pages)

All references to Exhibit B A2 - Budget Detail and Payment Provisions in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A3 - Budget Detail and Payment Provisions. Exhibit B A2 - Budget Detail and Payment Provisions is hereby replaced in its entirety by the attached revised exhibit.

- VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B Attachment I A3 - Funding Amounts (1 page)

All references to Exhibit B Attachment I A2 - Funding Amounts, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment I A3 - Funding Amounts. Exhibit B Attachment I A2 - Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.

- VIII. All other terms and conditions shall remain the same.

CCC-307

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>	
County of Inyo		95-6005445	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

**Exhibit A, Attachment I A3
Program Specifications**

Part I - General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

- (a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- (b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- (c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c))
- (d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to cure transactions, errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x (96.126(e))).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

P. Participation of County Alcohol and Drug Program Administrators Association of California and County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11801(g), the County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program

Administrators Association of California for the purposes of representing the counties in their relationship with the State with respect to policies, standards, and administration for alcohol and other drug abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11811.5(c), the County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time a new Youth Treatment Guideline are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this contract.

R. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, promulgated pursuant to 45 under CFR 96.137. The "Perinatal Services Network Guidelines 2015" are attached to this contract as Document 1G, incorporated by reference, The contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for, the following services:

1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
2. Primary pediatric care, including immunization, for their children;
3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships,

sexual and physical abuse and parenting, and child care while the women are receiving these services;

4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
5. Sufficient case management and transportation to ensure that women and their children have access to services.

S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

X. Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

Y. Threshold Language Translation Requirements (Government Code sections 7290-7299.8):

Contractor shall comply with the linguistic requirements included in this Section. Contractor shall have:

1. Oral interpreter services available in threshold languages at key points of contact available to assist beneficiaries whose primary language is a threshold language to access the substance use treatment services or related services through that key point of contact. The threshold languages shall be determined on a countywide basis. Counties may limit the key points of contact at which interpreter services in a threshold language are available to a specific geographic area within the county when:
 - (a) The county has determined, for a language that is a threshold language on a countywide basis, that there are geographic areas of the county where that language is a threshold language, and other areas where it is not; and
 - (b) The Contractor provides referrals for beneficiaries who prefer to receive services in that threshold language, but who initially access services outside the specified geographic area, to a key point of contact that does have interpreter services in that threshold language.
2. Policies and procedures in place to assist beneficiaries who need oral interpreter services in languages other than threshold languages to access the substance use treatment services or related services available at the key points of contact.
3. General program literature used by the Contractor to assist beneficiaries in accessing services available in threshold languages, based on the threshold languages in the county as a whole.

**Exhibit A, Attachment I A3
Program Specifications**

Part II – Definitions

Section 1 - General Definitions.

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.
- C. **"Corrective Action Plan" (CAP)** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.
- E. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the County as per California Code Section 30025.
- F. **"Days"** means calendar days, unless otherwise specified.
- G. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide non-Drug Medi-Cal substance use disorder services to persons eligible for Contractor's services.
- H. **"First-Tier Subrecipient" means the "Contractor" identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs funded by the Substance Abuse Prevention and Treatment (SAPT) Block Grant.**
- H.1 **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by the State for the current fiscal year.
- H.2 **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the State. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.

- J-K** "Interim Settlement" means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.
- L.** "Key points of contact" means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.
- K-M.** "Maximum Payable" means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.
- L-N.** "Modality" means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M-O** "Non-Drug Medi-Cal Amount" means the contracted amount of SAPT Block Grant funds for services agreed to by the State and the Contractor.
- N-P.** "Performance" means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use services hereunder.
- Q-Q.** "Preliminary Settlement" means the settlement of only SAPT funding for counties that do include DMC funding.
- P-R.** "Revenue" means Contractor's income from sources other than the State allocation.
- S.** "Second-Tier Subrecipient" means an entity that has entered into an agreement with the Contractor to be a provider of substance use disorder services funded by the Substance Abuse Prevention and Treatment (SAPT) Block Grant.
- Q-T.** "Service Area" means the geographical area under Contractor's jurisdiction.
- R-U.** "Service Element" is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- S-V.** "State" means the Department of Health Care Services or DHCS.
- W.** "Subrecipient Pre-Award Risk Assessment" means the process of reviewing the merit and risk associated with all potential grant recipients prior to making an award as described in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance.

X. **“Threshold Language” means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in an identified geographic area.**

F.Y. **“Utilization”** means the total actual units of service used by clients and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title 6, and/or Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. "Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller's Office Handbook of Cost Plan Procedures.
- B. "Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. "Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders III Revised (DSM)," and/or DSM IV criteria; and (d) meets the admission criteria to receive DMC covered services.
- D. "Certified Provider"** means a substance use disorder clinic and/or satellite clinic location that has received certification to be reimbursed as a DMC clinic by the State to provide services as described in Title 22, California Code of Regulations, Section 51341.1.
- E. "Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I Code, Section 14124.24; and California's Medicaid State Plan.
- F. "Direct Provider Contract"** means a contract established between the State and a Drug Medi-Cal certified provider entered into pursuant to this Agreement for the provision of Drug Medi-Cal services.
- G. "Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.
- H. "Drug Medi-Cal Termination of Certification"** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the State's issuance of a Drug Medi-Cal certification termination notice.
- I. "Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.

- J. **“Provider Certification”** means the provider must be certified in order to participate in the Medi-Cal program.
- K. **“Federal Financial Participation (FFP)”** means the share of federal Medicaid funds for reimbursement of DMC services.
- L. **“Medical Necessity”** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or in the case of EPSDT services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- M. **“Minor Consent DMC Services”** are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.
- N. **“Narcotic Treatment Program”** means an outpatient clinic licensed by the State to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- O. **“Payment Suspension”** means the Drug Medi-Cal certified provider has been issued a notice pursuant to W&I Code, Section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- P. **“Perinatal DMC Services”** means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).
- Q. **“Postpartum”**, as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- R. **“Post Service Post Payment (PSPP) Utilization Review”** means the review for program compliance and medical necessity conducted by the State after service was rendered and paid. State may recover prior payments of Federal and State funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51341.1 (k)).
- S. **“Projected Units of Service”** means the number of reimbursable DMC units of service, based on historical data and current capacity; the Contractor expects to provide on an annual basis.
- T. **“Provider of DMC Services”** means any person or entity that provides direct substance use treatment services and has been certified by the State as meeting the standards for participation in the DMC program set forth in the “DMC Certification Standards for Substance Abuse Clinics”, Document 2E and “Standards for Drug Treatment Programs (October 21, 1981)”, Document 2F.

- U.** “**Re-certification**” means the process by which the DMC certified clinic and/or satellite program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
- V.** “**Statewide Maximum Allowances (SMA)**” means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by the State, they are subject to change through the regulation process. The SMA for FY 2016-17 is listed in the “Unit of Service” table in Exhibit B, Part V.
- W.** “**Subcontract**” means an agreement between the Contractor and its Subcontractors. A Subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.
- X.** “**Subcontractor**” means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor’s obligations under the terms of this Exhibit A, Attachment I.
- Y.** “**Temporary Suspension**” means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

**Exhibit A, Attachment I A3
Program Specifications**

Part III – Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Quarterly Federal Financial Management Report (QFFMR)

The QFFMR must be submitted to reflect quarterly SAPT BG expenditures.

For the beginning of each federal award year, the due dates are:

March 1 for the period October through December
June 1 for the period January through March
September 1 for the period April through June
December 1 for the period July through September

B. Year-End Cost Settlement Reports

Pursuant to W&I Code, Section 14124.24 (g(1)) Contractor shall submit to the State, on November 1 of each year, the following year-end cost settlement documents by paper or electronic format, as prescribed by the State, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a) and 2P(b), Drug Medi-Cal Cost Report Forms for Intensive Outpatient Treatment for Non-Perinatal or Perinatal (if applicable)
3. Document 2P(c) and 2P(d), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Individual Counseling for Non-Perinatal or Perinatal (if applicable)
4. Document 2P(e) and 2P(f), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Group Counseling for Non-Perinatal or Perinatal (if applicable)
5. Document 2P(g), Drug Medi-Cal Cost Report Forms for Residential for Perinatal (if applicable)
6. Document 2P(h) and 2P(i), Drug Medi-Cal Expenditure Forms for Narcotic Treatment Programs, Non-Perinatal or Perinatal (if applicable)

C. Drug Medi-Cal Claims and Reports

Contractors or providers that bill the State or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with the Department of Health Care Services DMC Provider Billing Manual.

Contractors and Subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the Department of Health Care Services DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I Code, Sections 14132.44 and 14132.47.

1. Contractor shall submit the "Certified Expenditure" form reflecting either: 1) the approved amount of the 837P claim file, after the claims have been adjudicated; or 2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims. Contractor shall submit to the State the Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) for each 837P transaction approved for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).
3. The following forms shall be prepared as needed and retained by the provider for review by State staff:
 - (a) Multiple Billing Override Certification (MC 6700), Document 2K
 - (b) Good Cause Certification (6065A), Document 2L(a)
 - (c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by the State in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County
Administration

Separate from direct service claims as identified in #2 above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I, Part V, Section 4 any of the Contractor's skilled professional medical and personnel directly supporting staff meet the criteria set

forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outlines the duties they will perform to assist the Department, or the Department's skilled professional medical personnel, in activities that are directly related to the administration of the Drug Medi-Cal Program. The Department shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d) (2) approving the request, or a written explanation as to why the Department does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 C.F.R. 432.50(d) (1).

D. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

1. Contractor shall contracts with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.
3. Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
9. Contractor shall meet the requirements as identified in Exhibit G, Privacy and Information Security Provisions and Exhibit G, Attachment I – SSA Agreement 2014.

E. California Outcomes Measurement Service for Prevention (CalOMS-Pv)

The CalOMS-Pv Business Rules and Requirements are:

1. Contractors and/or Subcontractors receiving Substance Abuse Prevention and Treatment (SAPT) Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into CalOMS Pv. When submitting data, Contractor shall comply with the CalOMS Pv Data Quality Standards (Document #1T).
2. Contractor shall report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month.
3. Contractor shall review all data input into CalOMS Pv on a quarterly basis. Contractor shall verify that the data meets the CalOMS Pv Data Quality Standards by reviewing and releasing the data. Certification is due by the last day of the month following the end of the quarter.
4. Contractor shall report progress to DHCS via CalOMS Pv for the goals and objectives in the County Strategic Prevention Plan (as described in Exhibit A, Attachment 1, Part IV, Section 1B. 2) on an annual basis by September 30th of each fiscal year.
5. If Contractor cannot meet the established due dates, a written request for an extension shall be submitted to DHCS 10 days prior to the due date
6. In order to ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards, all new CalOMS Pv users, whether employed by the Contractor or its Subcontractors, shall participate in CalOMS Pv trainings prior to inputting data into the system.

F. CalOMS-Tx and CalOMS-Pv General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx and/or CalOMS-Pv data, and or meet other CalOMS-Tx and/or CalOMS-Pv data compliance requirements, Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2. If the State experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
3. Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.
4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

G. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by the State.

In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.

2. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to the State by the 10th of the month following the report activity month.
3. The Contractor shall ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
4. If the Contractor or its Subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a corrective action plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld (See Exhibit B, Part II, Section 2).
5. If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

H. Charitable Choice

Contractor shall document the total number of referrals necessitated by religious objection to other alternative substance abuse providers. The contractor shall annually submit this information to DHCS by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

I. Subcontractor Documentation

Contractor shall require its Subcontractors that are not licensed or certified by the State to submit organizational documents to the State within thirty (30) days of the execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in Subcontractor name or ownership. Organizational documents shall include the Subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

J. Failure to meet required reporting requirements shall result in:

1. The DHCS will issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. The State will approve or reject the CAP or request revisions to the CAP which shall be resubmitted to the State within thirty (30) days.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then the State may withhold funds until all data is submitted. The State shall inform the Contractor when funds will be withheld.

**Exhibit A, Attachment I A3
Program Specifications**

PART IV – Non-Drug Medi-Cal Substance Use Disorder Prevention and Treatment Services

Section 1. General Provisions

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at <http://www.opm.gov/oca>. SAPT Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

B. Primary Prevention

1. The SAPT Block Grant regulation defines "Primary Prevention Programs" as those programs directed at "individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121). Primary Prevention includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic AOD availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families and communities. The Contractor shall expend not less than its allocated amount of the SAPT Block Grant on primary prevention as described in the SAPT Block Grant requirements (45 CFR 96.125).
2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan as described at <http://captus.samhsa.gov/access-resources/about-strategic-prevention-framework-spf>. DHCS will only approve SPP's that demonstrate that the Contractor utilized the SPF. Contractor must:
 - a) Follow the DHCS guidelines provided in the Strategic Prevention Framework Plan Resource Document located in the CalOMS Pv Library.
 - b) Begin preparing a new SPP at least 9-months prior to the expiration date of the current SPP.
 - c) Submit a timeline to DHCS for completion of the SPP that includes proposed dates for submitting each section of the SPP. The sections are outlined in the Strategic Prevention Framework Plan Resource Document.

- d) Submit a draft to DHCS, based on the timeline, for each section of the SPP for review and approval.
 - e) Submit to DHCS the final draft of the SPP no later than 30-days prior to the start date of the new SPP.
 - f) Upload an electronic copy of the approved SPP into CalOMS Pv within 10-days of approval.
 - g) Input the Problem Statements, Goals and Objectives from the SPP into CalOMS Pv no later than 10-days after the start date of the SPP.
3. Contractor shall submit a Prevention Mid-Year Budget to DHCS by January 31 of each fiscal year. The budget shall indicate how the SAPT Block Grant Primary Prevention Set-Aside will be expended for the fiscal year.

4. Friday Night Live

Contractors and Subcontractors receiving SAPT Friday Night Live (FNL) funding must:

- a) Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>;
- b) Use CalOMS Pv for all FNL reporting including Chapter Profiles, FNL County Profiles and chapter activity;
- c) Follow the FNL Data Entry Instructions for CalOMS Pv as provided by DHCS in the CalOMS Pv Library;
- d) Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Partnership. If the Contractor does not meet the MIGS requirements, then the Contractor shall submit counties fail to a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements to DHCS for approval.

C. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY) . The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate expenditure amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal programs requirements as outlined in the Perinatal Services Network Guidelines, promulgated to 45 CFR 96.137. The "Perinatal Services Network Guidelines 2015" are attached to this contract as Document 1G, incorporated by reference. The Contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Service Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for the following services:

1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
2. Primary pediatric care, including immunization, for their children;
3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
5. Sufficient case management and transportation to ensure that women and their children have access to services.

- D. Funds identified in this contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described I subchapter XVII of Chapter 6A of Title 42 of the United State Code.

Section 2 – Formation and Purpose

A. Authority

State and the Contractor enter into this Exhibit A, Attachment I, Part IV, by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to Exhibit A, Attachment I. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Control Requirements

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

- a) HSC, Division 10.5, commencing with Section 11760;
- b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- c) Government Code Section 16367.8;
- d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- h) Title 42, CFR, Sections 8.1 through 8.64;
- i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its Subcontractors are also familiar with such requirements.

2. The provisions of this Exhibit A, Attachment I, Part IV, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.

3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
4. Documents 1C, incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive these. The exhibit and document is:
 - (a) Document 1C, Driving-Under-the-Influence Program Requirements;
5. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), contractors that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grant-announcements/tj-14-005>

Section 3 - Performance Provisions

A. Monitoring

1. Contractor's performance under this Exhibit A, Attachment I, Part IV, shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:
 - (a) Whether the quantity of work or services being performed conforms to Exhibit B;
 - (b) Whether the Contractor has established and is monitoring appropriate quality standards;
 - (c) Whether the Contractor is abiding by all the terms and requirements of this Contract;
 - (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G); and
 - (e) Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to:

SUDCountyReports@dhcs.ca.gov or

Substance Use Disorder - Prevention, Treatment and Recovery Services

Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413;

2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
 - (a) Lack of educational materials or other resources for the provision of services;
 - (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;
 - (c) Institutional, cultural, and/or ethnicity barriers;
 - (d) Language differences;
 - (e) Lack of service advocates;
 - (f) Failure to survey or otherwise identify the barriers to service accessibility; and,
 - (g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit A, Attachment I Documents incorporate by Reference for Fiscal Year 2016-17" which is attached to Exhibit A, Attachment I.
4. Amounts awarded pursuant to Exhibit A, Attachment I shall be used exclusively for providing alcohol and/or drug program services consistent with the purpose of the funding.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or auditing reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor, or in coordination with its subcontracted provider, shall submit a CAP to

DHCS within the designated timeframe specified by DHCS.

Substance Use Disorder - Prevention, Treatment and Recovery Services Division,
Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

6. The CAP shall include a statement of the problem and the goal of the actions the Contractor and/or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:
 - (a) Address the specific actions to correct deficiency or non-compliance
 - (b) Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and
 - (c) Provide a timeline to complete the actions.

C. Subrecipient Pre-Award Risk Assessment

Contractor shall comply with the subrecipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance. Contractor, as the Substance Abuse Prevention and Treatment (SAPT) Block Grant first-tier subrecipient, shall review the merit and risk associated with all potential grant second-tier subrecipients (subcontractors) annually prior to making an award. Contractor shall perform and document annual subrecipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

**Exhibit A, Attachment I A3
Program Specifications**

Part V: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

- A. This Exhibit A, Attachment I, Part V of the Contract is entered into by and between the State and the Contractor for the purpose of identifying and providing for covered DMC services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this contract is to make substance use disorder treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.
- E. Awards under the Medical Assistance Program (CFDA 93.778) are no longer excluded from coverage under the HHS implementation of the A-102 Common Rule, 45 CFR part 92 (*Federal Register*, September 8, 2003, 68 FR 52843-52844). This change is effective for any grant award under this program made after issuance of the initial awards for the second quarter of Federal Fiscal Year 2004. This program also is subject to the requirements of 45 CFR part 95 and the cost principles under Office of Management and Budget Circular A-87 (as provided in *Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*, HHS Publication ASMB C-10, available on the Internet at http://www.dol.gov/oasam/boc/ASMB_C-10.pdf)

Section 2: Covered Services

- A. Covered Services
1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:
 - (a) Outpatient drug-free treatment;

- (b) Narcotic replacement therapy;
- (c) Naltrexone treatment;
- (d) Intensive Outpatient Treatment and,
- (e) Perinatal Residential Substance Abuse Services (excluding room and board).

2. Narcotic treatment program services per W&I Code, Section 14124.22:

In addition to narcotic treatment program services, a narcotic treatment program provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a narcotic treatment program provider may be provided within the Medi-Cal coverage limits. When the services are not part of the substance use disorder treatment reimbursed pursuant to W&I Code, Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

- (a) Medical treatment visits
- (b) Diagnostic blood, urine, and X-rays
- (c) Psychological and psychiatric tests and services
- (d) Quantitative blood and urine toxicology assays
- (e) Medical supplies

A narcotic treatment provider, who is enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

- 3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.
- 4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.

5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the EPSDT Program

a) If Drug Medi-Cal services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.

a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

b) The contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).

c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.

2. Covered services, whether provided directly by the Contractor or through Subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

3. The failure of the Contractor or its Subcontractors to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit A, Attachment I, Part I, Section B, shall apply.

C. Payment For Services

1. The Department shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay FFP and State General Funds (SGF) to the Contractor, once the Department receives FFP and SGF, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an

opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of the State, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for Drug Medi-Cal services and surrender its authority to function as the administrator of covered services in its service area.

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

1. The State will certify eligible providers to participate in the DMC program.
2. The Department shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites.
3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:
 - a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
 - b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
 - c) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
 - d) Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);
 - e) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq; and
 - f) Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a Providers pending DMC certification application within 35 days of receiving notification from the Provider. The Contractor must ensure that a new DMC certification application is submitted to PED reflecting the change.
6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by the State. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application must be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. If, at any time, a Subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor must notify DHCS Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov within two business days of knowledge of Section 3(A(7)) of Exhibit A, Attachment I.
 - a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.
2. The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. State will conduct recertification on-site visits at clinics for circumstances identified in the "Drug Medi-Cal Certification Standards for Substance Abuse Clinics" (Document 2E). Document 2E contains the appeal process in the event the State disapproves a provider's request for certification or recertification and shall be included in the Contractor's subcontracts.

Section 4: Monitoring

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

The Department shall monitor the Contractor's operations for compliance with the provisions of this contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as the Department deems appropriate, at any time during the Contractor's or facility's normal business hours. When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. Postservice Postpayment Utilization Reviews

- a) After the DMC services have been rendered and paid, the Department shall conduct Postservice Postpayment (PSPP) Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1. The DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible for their subcontracted providers and their county-run programs to ensure any deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (c), herein.
- b) State shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the Provider shall be required to submit a Corrective Action Plan (CAP) to the Contractor for review and approval prior to submission to DHCS for final approval.
 - i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, must be corrected and the entity that provided the services must submit a Contractor-approved CAP to the PSPP Unit within 60 days of the date of the PSPP report.

1. The plan shall:

- a. Address each demand for recovery of payment and/or programmatic deficiency;
- b. Provide a specific description of how the deficiency shall be corrected; and
- c. Specify the date of implementation of the corrective action.

- d. Identify who will be responsible for correction and who will be responsible for on-going compliance.
2. DHCS will provide written approval of the CAP to the Contractor with a copy to the Provider. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the Provider. The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.
 3. If the entity that provided the services, does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the entity that provided the services is in compliance with Exhibit A, Attachment I, Part V, Section 4(A)(2). The State shall inform the Contractor when funds will be withheld.
- c) Contractor and/or Subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Exhibit B, Part II, Section 3, of this Contract.
 - d) State shall monitor the Subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. Counties are also required to monitor of the Subcontractor's compliance pursuant to Section 4, Paragraph A.2, of this contract. The federal government may also review the existence and effectiveness of the State's utilization review system.
 - e) Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1, for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
 - f) Contractor shall assure that Subcontractor sites must keep a record of the clients/patients being treated at that location. Contractor shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact. When an audit by the Federal Government or the State has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

3. Training

- a) DHCS's Substance Use Disorder - Prevention, Treatment, and Recovery Services Division (SUD PTRSD) shall provide mandatory annual training to the Contractor on the requirements of Title 22 and the Drug Medi-Cal program requirements.
- b) Contractor may request additional Technical Assistance or training from SUD PTRSD on an ad hoc basis.

B. Contractor Monitoring

1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:

- a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22 CCR 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.240(e), 42 CFR 438.240(b)(3), 42 CFR 438.240, 42 CFR 438.416, 42 CFR 438-10, and 42 CFR 438.206.
- b) Contractor shall conduct, at least annually, a utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review must include an on-site visit of the service provider. Reports of the annual review shall be provided to the Department's Performance Management Branch at:

Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

Review reports shall be provided to the State within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PTRSD.

- c) Contractor shall ensure that DATAR submissions, detailed in Part III, Paragraph G of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.
- d) Contractor must monitor and attest compliance and/or completion by Providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c))

of this Exhibit as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the Provider. Submission of DHCS Form 8049 by Contractor must be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

- e) Contractor shall attest that DMC claims submitted to the state have been subject to review and verification process for accuracy and legitimacy. (45 CFR 430.30, 433.32, 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

2. Training to DMC Subcontractors

- a) Contractor shall ensure that all Subcontractors receive training on the requirements of Title 22 regulations and DMC requirements at least annually. Documented attendance of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A) (3) of this contract) shall suffice to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

- a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider who surrenders their certification or closes their facility must be reported by the Contractor to DHCS' County Monitoring Unit within two (2) business days of notification or discovery.
- b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' County Monitoring Unit within two (2) business days of notification or discovery.

4. Program Complaints

- a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to:

Drug Medi-Cal Complaints are to be submitted to:

Department of Health Care Services
P.O. Box 997413
Sacramento, CA 95899-7413
Call the Hotline
Phone Toll-Free: (800) 822-6222

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can also be submitted online at:
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>

- a) Counties shall be responsible for investigating complaints and providing the results of all investigations to the Department e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov within two (2) business days of completion.
5. Record Retention
- a) Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code, Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.
6. Subcontract Termination
- a) The Contractor must notify DHCS' County Monitoring Unit of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two (2) business days.
7. Corrective Action Plan
- a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the Department may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP can result in a withhold of SAPT funds allocated to Contractor for the provision of services, and/or termination of this contract for cause
 - b) Failure to comply with Monitoring requirements shall result in:
 - i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of a county. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.

- a. The CAP shall include:
 - (1) A statement of the deficiency;
 - (2) A list of action steps to be taken to correct the deficiency;
 - (3) Date of completion of each deficiency corrected;
 - (4) Who will be responsible for correction and ongoing compliance.
- ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
- iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then the State may withhold funds until the Contractor is in compliance. The State shall inform the Contractor when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

- A. Contractor acknowledges that if a DMC provider is under investigation by the State or any other state, local or federal law enforcement agency for fraud or abuse, the State may temporarily suspend the provider from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
- B. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

EXHIBIT A, ATTACHMENT I A3

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

- Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements
<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>
- Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations
<https://www.law.cornell.edu/cfr/text/42/part-54>
- Document 1C: Driving-Under-the-Influence Program Requirements
- Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
- Document 1G: Perinatal Services Network Guidelines 2015
- Document 1H(a): Service Code Descriptions
- Document 1H(b): Program Code Listing
- Document 1H(c) : Funding Line Descriptions
- Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process
- Document 1J(b): DMC Audit Appeals Process
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>
- Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx
- Document 1T: CalOMS Prevention Data Quality Standards

- Document 1V: Youth Treatment Guidelines
[http://www.dhcs.ca.gov/individuals/Documents/Youth Treatment Guidelines .pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations
<http://ccr.oal.ca.gov>
- Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
[http://www.dhcs.ca.gov/services/adp/Documents/DMCA Drug Medi-Cal Certification Standards.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf)
- Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
[http://www.dhcs.ca.gov/services/adp/Documents/DMCA Standards for Drug Treatment Programs.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf)
- Document 2G** **Drug Medi-Cal Billing Manual**
[http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%20015/DMC Billing Manual%20FINAL.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%20015/DMC_Billing_Manual%20FINAL.pdf)
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (6065A)
- Document 2L(b): Good Cause Certification (6065B)
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)
- Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)
- Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)
- Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)
- Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)

- Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)
- Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)
- Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)
- Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
<http://www.calregs.com>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
<http://www.calregs.com>
- Document 3J: CalOMS Treatment Data Collection Guide
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS Tx Data Collection Guide JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)
- Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx
- Document 3S: CalOMS Treatment Data Compliance Standards
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal Local Assistance Funding Matrix
- Document 3T(a): SAPT Authorized and Restricted Expenditures Information (Nov 2012)
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
- Document 4A : Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 8186 with Instructions
- Document 4B : Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 8187 with Instructions

- Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E : Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F : Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A : Confidentiality Agreement

Exhibit B A3
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, State may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Pursuant to HSC Section 11818 (b)(2)(A), Contractor shall reimburse its Subcontractors that receive a combination of Drug Medi-Cal funding and other federal or county realignment funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

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

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

G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable are subject to recovery by DHCS.

H. Maintenance of Effort for SAPT Block Grant

1. Notwithstanding any other provision in this contract, the Director may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of federal Substance Abuse Prevention and Treatment Block Grant funds (42 U.S.C. Sect 300x-30).
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the federal Substance Abuse Prevention and Treatment Block Grant maintenance of effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to subdivision (a) of Section 11798 in an effort to maintain the statewide SAPT Block Grant MOE.

3. Pursuant to 45 CFR 96.124 C 1-3 the Contractor shall expend a specified percentage of SAPT Block Grant funds for perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend that percentage of SAPT Block Grant funds by, either establishing new programs or expanding the capacity of existing programs. In accordance with 45 CFR 96.124 (c)(1-3), the Contractor shall calculate the percentage of funds to be expended for perinatal services, pregnant women, and women with dependent children in the manner described in Exhibit G: County Share of SAPT Block Grant Women Services Expenditure Requirement.
 4. Pursuant to subdivision (b) of Section 11798.1, a county shall notify the Department in writing of proposed local changes to the county's expenditure of funds. The Department shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain the statewide SAPT Block Grant MOE.
- I. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Non-Drug Medi-Cal

A. Revenue Collection

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the non-DMC funds allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I, Part IV, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

Section 3 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B, Part II. Any State General Funds or federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to the State.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the contract.

D. Allowable costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

Exhibit B A3
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1. General Reimbursement

A. 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.

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the Standard Agreement.
2. 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.
3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the non-DMC amount, whichever is less. Changes to allocated funds will require written amendment to the Contract.
4. For each fiscal year, the State may settle costs for services based on each fiscal year year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single state/county contract.

Section 2. Non-Drug Medi-Cal

A. Amounts Payable for Non-Drug Medi-Cal

1. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the maximum amount allowed pursuant to Exhibit B of the contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in the State Budget Act allocation and any subsequent allocation revisions.
2. Monthly disbursement to the Contract at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in this Exhibit.
3. However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR) (Document 3O), State

may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.

4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit B.
5. State may withhold monthly non-DMC payments if the Contractor fails to:
 - (a) submit timely reports and data required by the State, including but not limited to, reports required pursuant to Exhibit A, Attachment I, Part III.
 - (b) submit the contract amendment within 90 days from issuance from the State to the Contractor.
 - (c) submit and attest the completion of Corrective Action Plans for services provided pursuant to this contract.
6. Upon the State's receipt of the complete and accurate reports, data, or signed contract, the Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports, data and/or signed contract.
7. Adjustments may be made to the total of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I, Part IV.

B. Payment Provisions

For each fiscal year, the total amount payable by the State to the Contractor for services provided under Exhibit A, Attachment I, Part IV, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I, Part IV, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for non-DMC services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.

- C. In the event of a contract amendment, as required by the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first Budget Act allocation.

D. Accrual of Interest

Any interest accrued from State-allocated funds and retained by the Contractor must be used for the same purpose as the State allocated funds from which the interest was accrued.

E. Expenditure Period

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

1. The expenditure period of the FFY 2014 award is October 1, 2013 through June 30, 2015.
2. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
3. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
4. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
5. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.

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

G. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

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

~~Additionally, Contractors expending SAPT Block Grant HIV Set Aside funds for HIV Early Intervention Services are required to collect data regarding their use of HIV Set Aside funds and to report this data to the State.~~

I. Restrictions on the Use of SAPT Block Grant Funds

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Agreement on the following activities:

1. Provide inpatient services;
2. Make cash payment to intended recipients of health services;
3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;
4. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
5. Provide financial assistance to any entity other than a public or nonprofit private entity;
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;
7. Purchase treatment services in penal or correctional institutions of this State of California; and
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.

Section 3. Drug Medi-Cal

- A. To the extent that the Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this Contract, the State agrees to pay the Contractor federal Medicaid funds according to Exhibit A, Attachment I, Part III. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds and/or State General Funds for allowable expenditures as established by the federal government and approved by the State, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part V, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.
- C. It is understood and agreed that failure by the Contractor or its Subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its Subcontractor from DMC program participation. If the State or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to the State the federal Medicaid funds and/or State General Funds it received for all claims so disallowed or

denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

- D. Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.
- E. The State shall refund to the Contractor any recovered Federal Drug Medi-Cal overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).
- F. Contractor shall be reimbursed by the State on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the contractor by a sub-contracted provider that is not certified or whose certification has been suspended pursuant to the Welfare and Institutions Code section 14107.11, and Code of Federal Regulations, Title 42, section 455.23 shall not be certified or processed for federal or state reimbursement by the contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than NTP services, shall be limited to the lower of:
 - 1. the provider's usual and customary charges to the general public for the same or similar services;
 - 2. the provider's actual allowable costs; or
 - 3. the DMC SMA for the modality.
- J. Reimbursement to NTP's shall be limited to the lower of either the USDR rate, pursuant to W&IC Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (W&IC Section 14021.51(h)(2)(A)).

- K. State shall reimburse the Contractor the State General Funds and/or federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I, Part III.
- L. State will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov.
- M. Contractors and Subcontractors must accept, as payment in full, the amounts paid by the State in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and Subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and Subcontractors may not demand any additional payment from the State, client, or other third party payers.

Section 4. Drug Medi-Cal Direct Provider Contracts

- A. Pursuant to W&IC 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.
- B. The State will invoice the Contractor for the county realignment share of approved DMC claims received by the State from the State's subcontractor. Contractor shall reimburse the State for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If Contractor does not reimburse the State within 30 days of receipt of the invoice, the State may offset the amount owed from any other funding owed to Contractor by the State or any other State agency. The parties acknowledge that the State's subcontractor shall be responsible for repayment of any disallowed claims. However, in no event shall the State be liable for Medicaid reimbursement for any disallowed claims.
 - 1. Any Contractor contracting with the State for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.
 - 2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to the State will be returned to the Contractor.

Exhibit B A3
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

- A. In addition to the requirements identified below, the Contractor and its Subcontracts are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised December 2013) and/or any independent Contractor audits or reviews. Objectives of such audits may include, but not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
 2. To validate data reported by the Contractor for prospective contract negotiations;
 3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
 4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements, and/or;
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of the State.
- D. The refusal of the Contractor or its Subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments and corrective action as a result of it's finding in any areas.

Section 2. Non-Drug Medi-Cal Financial Audits

- A. Pursuant to OMB Circular A-133 §.400(d)(3), Contractor shall monitor the activities of all of its Subcontractors to ensure that:
1. Subcontractors are complying with program requirements and achieving performance goals
 2. Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.
- B. Contractor can use a variety of monitoring mechanism, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.
- C. The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountants generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principals; (iii) eligibility; (9v) matching, level of effort and earmarking; and (v) reporting.
- E. On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor locations(s), and can use a variety of monitoring mechanism to document compliance requirements. The finding and the corrective action will require follow-up by the Contractor.
- F. Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the state within one year from the date of the plan.

If differences cannot be resolved between the State and Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit A, Attachment I, Part IV, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "Non-DMC Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an appeal via the Contractors.

- G. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.
- H. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
1. Withholding a percentage of federal awards until the audit is completed satisfactorily
 2. Withhold or disallowing overhead costs
 3. Suspending federal awards until the audit is conducted; or
 4. Terminating the federal award

Section 3. Drug Medi-Cal Financial Audits

- A. In addition to the audit requirements set forth in Exhibit D(F), State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;
 2. To ensure that only the cost of allowable DMC activities are included in reported costs;
 3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit;

4. To review documentation of units of service and determine the final number of approved units of service;
5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and,
6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.

B. In addition to the audit requirements set forth in Exhibit D(F), State may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:

1. For those NTP providers required to submit a cost report pursuant to W&IC Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources;
2. A review of actual costs incurred for comparison to services claimed;
3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;
4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance;
5. Computation of final settlement based on the lower of USDR rate or the provider's usual and customary charge to the general public; and,
6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.

C. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds

D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six months from the date of the plan.

- E. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to the State their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation;
2. Fiscal, medical, and other recordkeeping systems;
3. Federal income tax status;
4. Asset acquisition, lease, sale, or other action;
5. Franchise or management arrangements;
6. Patient service charge schedules;
7. Costs of operation;
8. Cost allocation methodology;
9. Amounts of income received by source and purpose; and,
10. Flow of funds and working capital.

- G. Contractor shall retain records of utilization review activities required in Article VI herein for a minimum of three (3) years.

Exhibit B A3
Budget Detail and Payment Provisions

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Exhibit A, Attachment I, Part V, Section 2.

6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part IV, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "non- DMC Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.
3. As stated in Part III, Section 3, of this Exhibit, in the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with DMC Audit Appeal Process" (Document 1J(b)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with DMC Audit Appeal Process" (Document 1J(b)). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

4. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Part II of this Exhibit.
5. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

Exhibit B A3
 Budget Detail and Payment Provisions

Part V. Drug Medi-Cal Reimbursement Rates

A. "Uniform Statewide Daily Reimbursement (USDR) Rate" means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
NTP-Methadone Dosing	Daily	\$10.80	\$11.44	\$11.44 <u>\$11.95</u>	\$11.79	\$13.58	\$13.58 <u>\$13.80</u>
NTP-Individual Counseling (*)	One 10-minute increment	\$13.48	\$13.39	\$13.39 <u>\$13.90</u>	\$21.06	\$21.17	\$21.17 <u>\$18.43</u>
NTP Group Counseling (*)	One 10-minute increment	\$2.91	\$3.02	\$3.02 <u>\$3.05</u>	\$7.03	\$5.79	\$5.79 <u>\$6.07</u>

(*) The NTP contractors may be reimbursed for up to 200 minutes (20-10 minute increments) of individual and/or group counseling per calendar month. If medical necessity is met that requires additional NTP counseling beyond 200 minutes per calendar month, NTP contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

B. “Unit of Service” means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by the State, they are subject to change through the regulation process. Units of service are identified in the following table.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		FY 14/15	FY 15/16	FY 16/17	FY 14/15	FY 15/16	FY 16/17
Intensive Outpatient Treatment	Face-to-Face Visit	\$56.44	\$58.30	\$58.30 \$59.13	\$80.78	\$81.22	\$81.22 \$82.54
Naltrexone Treatment	Face-to-Face Visit	\$19.06	\$19.06	\$19.06	NA	NA	NA
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$67.38	\$66.93	\$66.93 \$69.50	\$105.32	\$105.90	\$105.90 \$92.13
	Face-to-Face Visit – Group (per person)	\$26.23	\$27.14	\$27.14 \$27.46	\$63.33	\$52.11	\$52.11 \$54.63
Perinatal Residential	Daily – Residential Day	NA	NA	NA	\$99.43	\$99.97	\$99.97 \$80.92

Exhibit B, Attachment I A3- Funding for Fiscal Year 2014-15 through FY 2016-17

County: **Inyo**

Contract Number: **14-90061**

Fiscal Year 2014-15	2014-15 Funding Amount	
	A01	A04
State General Funds (7/1/14 to 6/30/15)		
Drug Medi-Cal SGF	10,063	10,063
TOTAL	10,063	10,063
SAPT Block Grant - FFY 2015 Award (10/1/14 to 6/30/16)		
- Discretionary	319,830	322,866
- Prevention Set-Aside	75,194	75,194
- Friday Night Live/Club Live	0	0
- HIV Set Aside	7,500	7,500
- Perinatal	0	0
- Adolescent/Youth	0	0
TOTAL	402,524	405,560
Drug Medi-Cal Federal Share (7/1/14 to 6/30/15)		
- Non Perinatal Federal Share	17,014	17,014
- Perinatal Federal Share	0	0
TOTAL	17,014	17,014
GRAND TOTAL	429,604	432,637

Fiscal Year 2015-16	2015-16 Funding Amount	
	A02	A04
State General Funds (7/1/15 to 6/30/16)		
Drug Medi-Cal SGF	46,732	5,436
TOTAL	46,732	5,436
SAPT Block Grant - FFY 2016 Award (10/1/15 to 6/30/17)		
- Discretionary	319,830	323,744
- Prevention Set-Aside	75,194	75,194
- Friday Night Live/Club Live	0	0
- HIV Set Aside	3,044	0
- Perinatal	0	0
- Adolescent/Youth	0	0
TOTAL	398,938	398,938
Drug Medi-Cal Federal Share (7/1/15 to 6/30/16)		
- Non Perinatal Federal Share	17,014	17,014
- Perinatal Federal Share	0	0
TOTAL	17,014	17,014
GRAND TOTAL	431,684	421,388

Fiscal Year 2016-17
State General Funds (7/1/16 to 6/30/17)
Drug Medi-Cal SGF
TOTAL
SAPT Block Grant - FFY 2017 Award (10/1/16 to 6/30/18)
- Discretionary
- Prevention Set-Aside
- Friday Night Live/Club Live
- HIV Set Aside
- Perinatal
- Adolescent/Youth
TOTAL
Drug Medi-Cal Federal Share (7/1/16 to 6/30/17)
- Non Perinatal Federal Share
- Perinatal Federal Share
TOTAL
GRAND TOTAL

ORIGINAL THREE-YEAR TOTAL	1,241,511
A01 THREE-YEAR TOTAL	1,267,276
A02 THREE-YEAR TOTAL	1,275,122
A03 THREE-YEAR TOTAL	1,275,122
A04 THREE-YEAR TOTAL	1,290,905



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER AGENDA NUMBER 18

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Request to hire an Office Technician III in the Social Services division.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of Social Services funding for the position of Office Technician III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Office Technician III at Range 63 (\$3,716 - \$4,522).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Office Technician III in the HHS Social Services Division recently became vacant as the employee resigned for family reasons. The Office Technician III position provides direct support to the HHS Deputy Director, Social Services and Aging Programs, who manages the Adult and Children's Services division, the Employment and Eligibility division, the FIRST program and the Senior Services programs, including ESAAA and I.C. GOLD. The position monitors the multiple task deadlines of the Deputy Director's position, tracks mandated training requirements, coordinates purchasing and work order issues for the various sites, and assists with other administrative duties as needed. The Office Technician III position also supervises the two Office Clerk staff, as well as providing reception and general clerical duties for the very busy Social Services, Employment and Eligibility front office. In addition, the position provides some basic support to supervisors of the Division programs in addressing administrative details as assigned by the HHS Deputy Director.

The Department is respectfully requesting authorization to recruit and hire an Office Technician III in the Social Services Division.

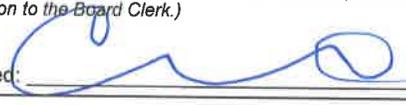
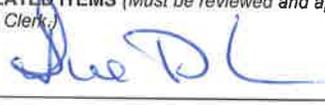
ALTERNATIVES:

Your Board could choose not to authorize the hiring of the Office Technician III position. This would severely impact the oversight of the busy front office of Employment and Eligibility, which may impact consumer service, data entry, and timely response to building issues. Additionally, these duties, which would be absorbed by existing staff and the HHS Deputy Director, may result in a failure to meet multiple deadlines and with the Deputy Director being left with insufficient support to address the wide-range of administrative details.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile and Adult Probation, Toiyabe Family Services, local Indian tribes, Behavioral Health, Public Works, Fiscal, Sheriff's Office, District Attorney, Bishop Police Department and Wild Iris.

FINANCING: State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

<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> 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:  Date: 7/11/2016
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: 7/8/16

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 7-12-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Energy programs Sol Smart and Community Choice Aggregation.

DEPARTMENTAL RECOMMENDATION: Receive a presentation from staff on the energy programs Sol Smart and an extension of the Solar Road Map program the County participated in that is geared towards Community Choice Aggregation and direct staff to participate in these programs.

SUMMARY DISCUSSION:

SolSmart

The SolSmart program is part of the U.S. Department of Energy's Sun Shot Initiative. It is a national recognition and a no-cost technical assistance program for local governments that is designed to encourage more solar development on homes and businesses, as well as to make it more affordable. The SolSmart program gives the communities that choose to be involved, national recognition for achievements and provides technical assistance. SolSmart supports the goals of the SunShot Initiative to make it faster, cheaper, and easier for home and business owners to install solar energy systems. The SolSmart designation is given to local jurisdictions that are working to address solar 'soft costs'. Solar soft costs are the non-hardware costs related to solar energy system construction and include:

- Planning and zoning
- Permitting, interconnection, and inspection
- Financing
- Customer acquisition
- Installation labor

The SolSmart program's aim is to reduce these soft costs which, according to the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy, currently represent as much as 64% of the total installed residential system price. The stated benefits for stakeholders from the program are:

- Increases return on investment for solar customers. Complex or poorly-defined local government policies and processes can add up to \$2,500 to the cost of going solar.
- Saves local governments' time and money by eliminating red tape and making approval processes more efficient.
- Improves business prospects for solar companies. More than one-third of solar installation companies say they avoid serving certain communities because of permitting difficulties.

The stated benefits to local jurisdictions from the program are:

- National recognition on the SolSmart website, media campaign mentions, and other means.

- An opportunity to receive awards for exceeding basic program requirements and further distinguishing the community from its peers.
- The opportunity to host a SolSmart Advisor, a fully-funded temporary staff member assigned to each of 30 to 40 communities for up to six months.

As part of the Sun Shot - Roadmap program that the County previously participated in, a webpage¹ was developed on the County's website for the public to find information about energy efficiency and renewable energy for homes and businesses. This includes links to tips, tools, products, where to find financing and how to navigate through the permitting process. The County's General Plan Conservation and Open Space Element was also updated with a chapter on Energy Efficiency (this can be found on the energy efficiency and renewable energy webpage). The County had also already provided for streamlined permitting and building inspections as well as solar friendly zoning for private homes and businesses, but could better develop methods to help the public find local financing, and installers. It would also be beneficial for the public to have better directions on how to navigate through the Los Angeles Department of Water and Power's process for joining home solar systems into their infrastructure.

Community Choice Aggregation

Also part of the U.S. Department of Energy's Sun Shot Initiative, the County participated in the Solar Roadmap program. Currently, the County is the number-one jurisdiction on the Roadmap Leaderboard². Jurisdictions that were successful in the Roadmap program are being invited to participate in the next stage that focuses on Community Choice Aggregation (CCA). Under Assembly Bill 117, California opened electricity markets to CCAs. A CCA is a system adopted into law that allows local jurisdictions to aggregate the buying power of individual customers within a defined area in order to secure alternative energy supply contracts on a community-wide basis and also allows consumers who do not want to participate to opt out. This current project will result in a study based on local areas of interest that will be developed from the input provided by local jurisdictions. A handbook for communities that may be interested in creating CCAs may also be a final product of this effort. Project staff has asked the County to participate in the study by filling in an interest sheet (see attached form) showing what facets of CCA development and maintenance it might be interested in for focal points of the study. This will help the team prepare an outline of what subjects the study will focus on. There is no expectation or obligation for the County to develop a CCA if the County chooses to help with the study by filling in the form.

OTHER AGENCY INVOLVEMENT: US Department of Energy, California Energy Commission

FINANCING: General funds are utilized to monitor State and Federal policies and programs.

¹ See the Energy Efficiency and Renewable Energy webpage at: <http://inyoplanning.org/ERRE.htm>

² See the Roadmap Leader board at: <http://my.solarroadmap.com/CommunityLeaderboard>

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: 7/14/16

Please return this survey on your topics of interested in electricity choice

*DOE grant applicant under State Energy Strategies:
Transforming Regional Urban Solar Transmission & Distribution*

(Insert Name, or Organization Name)

_____ would be most receptive as an audience to credible research and modeling of electricity choice under the following energy and/or environmental topic area(s):

- On effects of state policy changes in energy procurement programs.
- On the effects of electricity procurement on greenhouse gas emissions.
- On effects of electricity procurement on customer rate reduction.
- On effects of new requirements for infrastructure.
- On the expansion of renewable energy generation.
- On the creation of new jobs and local investment opportunities
- Other (please specify)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 20

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Mining Workshop

RECOMMENDATION: Receive a presentation from staff regarding the Surface Mining and Reclamation Act (SMARA), the County's roll as Lead Agency in the enforcement of SMARA, and recent changes to SMARA and how they will affect Inyo County.

SUMMARY DISCUSSION: The Planning Department is the Lead Agency in implementing Surface Mining and Reclamation Act (SMARA) within Inyo County. Inyo County Code Chapter 7.70 implements the State's SMARA regulations locally. Staff will present an overview of the County's mining inspection program and anticipated trends in the regulatory framework.

OTHER AGENCY INVOLVEMENT: None directly. The Office of Mine Reclamation within the Department of Conservation provides regulatory oversight Statewide. The Planning Department coordinates with numerous other agencies in implementing its SMARA program, including the Bureau of Land Management, National Park Service, Forest Service, Caltrans, City of Los Angeles Department of Water and Power, and the County Public Works Department.

FINANCING: General fund resources were utilized for this workshop. Fees are collected to offset the costs of the County's mining program.

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)

Joshua Hart

Date: 7/18/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 21

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~APRIL~~ 26 2016

SUBJECT: **Hiring of one (1) Building and Maintenance Worker II**

DEPARTMENTAL RECOMMENDATIONS:

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

- A) The availability of funding for Building and Maintenance Worker II comes from the Building and Maintenance Budget, as certified by the Public Works Director, and concurred with by the County Administrator and Auditor-Controller;
- B) The position could be filled by an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Authorize the hiring of one Building and Maintenance Worker II, Range 60 (\$3,471-\$4,216)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Public Works Building and Maintenance Department will be losing one (1) Building and Maintenance Worker II Effective July 1, 2016. Filling this position immediately is crucial, as there will only be two (2) Building and Maintenance Workers remaining.

ALTERNATIVES:

The Board could choose not to approve the hiring of one (1) Building & Maintenance Worker II, however it is not recommended due to the high volume of work orders and required maintenance for County Buildings (most being constructed in the 1960's and before).

OTHER AGENCY INVOLVEMENT:

Personnel, Auditor

FINANCING:

This position is budgeted in the Building and Maintenance Budget Unit 011100 and the Salaries and Benefits 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: _____ Date _____

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

Amy Shepherd

Approved: yes Date 7/20/16

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

June T. Smith

Approved: _____ Date 7/11/16

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

J. Williams

Date: 7/19/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER 22

FROM: Road Department

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Request approval for the recruitment and filling of the vacant Mechanic I/II position

DEPARTMENTAL RECOMMENDATIONS:

Request Board find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for a Equipment Mechanic I/II positions exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; (b) authorize an external recruitment for the position; (c) approve the hiring of one full time Equipment Mechanic I at range 58 (\$3,310-\$4,027 plus 2.5% tool allowance) or II at Range 60 (\$3,471-\$4,216 plus 2.5% tool allowance) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting to fill a recent Mechanic vacancy from the Bishop Road Department maintenance shop, and relocate it to the Mazourka Road maintenance shop, in Independence. The Road Department is transitioning from two main shops, to one main shop and a satellite maintenance shop for efficiency in resources and to improve the ability of the mechanics to share diagnostic, and repair information with a fleet of increasingly complex equipment. As well as having assistance readily available for safety back up, or during a procedure where having help would be a benefit. This also puts the mechanics in a better position to take advantage of cross training of each other with their respective strengths, and work through diagnostic challenges together.

While outfitting the more modern shop as the primary source of tooling, spare parts, and diagnostic equipment, but still keeping the antiquated Bishop Road shop as an 'as needed' space for repair overflow, there will be a savings in overhead costs when not in use, and savings in not requiring the stocking and maintaining of duplicate parts. We anticipate some internal logistical changes, but no noticeable change to the service provided to the residents in Bishop and surrounding areas. With three service bays, the Mazourka shop has the capacity for this mechanic, as well as this is where the Shop Assistant is already stationed in his support role in the Road Shop operations and Mechanics parts and office assistance.

ALTERNATIVES:

The Board could choose to not fill this position; this is not recommend as this position is essential to maintaining the Road Department's fleet, especially with the increase in complexity of the newer computer controlled equipment, full staffing allows continued service and repairs while allowing the mechanics to also have the time to participate in training, refresher trainings and research required to stay up to date with our fleet.

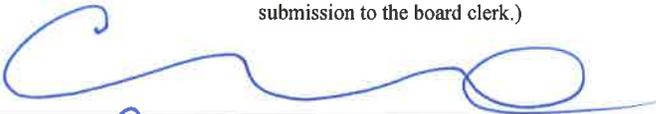
OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditors Office
County Counsel's Office

FINANCING:

The requested position is included in the authorized strength for the Road Department and is included in the Salaries and Benefits in the road Budget Unit 034600.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: _____	Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: 	Date: 7/19/2016
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: 7/19/16

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 7/20/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
23

FROM: Road Department

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Request approving the recruitment and filling of two Road Equipment Operators I or II depending on qualifications

DEPARTMENTAL RECOMMENDATIONS:

Request Board find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the Heavy Equipment Operator I/II positions exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; (b) where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified applicants apply; (c) approve the hiring of two full time Equipment Operator I/II at range 58 (\$3,310-\$4,027) or Range 60 (\$3,471-\$4,216) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting to recruit and fill two vacant Equipment Operator positions, one for the Lone Pine Road Yard, and one for the Big Pine Road Yard.

The Lone Pine Road District's area of responsibility stretches from the Town of Lone Pine, South to the Inyo/Kern County line, including Horseshoe Meadows and Nine Mile Canyon Road, as well as Darwin, Panamint Valley, Trona-Wildrose and South Saline Valley Road. With a five person crew at full staffing (one Forman, three Operators and one Operator/Mechanic), it can be a manageable handful. But with the loss of an Operator to a transfer to another crew, and the responsibilities of the District's large service area, filling this vacant position has proven to be essential to provide the level of maintenance and service this District requires.

A position also became vacant in the Big Pine Road District with the retirement of one of the Operators. Big Pine, who's area of responsibility is from the Wilkerson residential area South to Taboose Creek Campground, includes the Town of Big Pine and Glacier lodge Road, along with over 80 miles of unpaved roads to maintain including Saline Valley Road, Death Valley Road, North and South Eureka Roads. The Big Pine District's Road Yard would be at full staffing with a three person crew (One Forman and two Operators), and with such a small crew the impact of the loss of one Operator is significant. For both efficiency and safety reasons, this District is equipped with two graders to maintain the large amount of unpaved road miles that provide access to Death Valley National Park, and the Saline Hot Springs both popular visitor destinations. By grading in tandem, they can often perform this maintenance within a six month time frame depending on the level of disrepair, and be a back up to each other in the event of breakdowns or support, while allowing a person to remain in the Valley to address maintenance needs there.

ALTERNATIVES:

The Board could elect not to authorize filling these vacant positions, this is not recommended as the filling of these positions will allow the Road Department to provide the level of road maintenance and service their respective Districts require.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditors Office
County Counsel's Office

FINANCING:

The requested positions are included in the Authorized Strength for the Road Department and is included in the Salaries and Benefits identified in the Road Budget. Budget Unit #034600

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: _____	Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <i>yes</i>	Date <i>7/19/16</i>
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: <i>✓</i>	Date <i>7/19/16</i>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: *7/20/16*



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING July 26, 2016

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <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: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 26, 2016

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a biweekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <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: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 26, 2016

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION: - During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <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: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11 a.m. Closed Session Informational

FROM: Public Works

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Presentation and discussion regarding Bishop Airport

DEPARTMENTAL RECOMMENDATION:

Request your Board receive a presentation and update on the Bishop Airport, and discuss opportunities to expand and diversify regional air service.

SUMMARY DISCUSSION:

On July 29th, the Eastern Sierra Council of Governments will hold a meeting at which senior regional staff from the Federal Aviation Administration are expected to attend and participate in a discussion regarding regional commercial air service. Accordingly, the timing seems appropriate to update your Board regarding regional air service issues including activities at both the Mammoth Yosemite and Bishop airports.

Last week, your Board received a presentation and update on the Mammoth Yosemite Airport. This week, the Inyo County Public Works will make a similar presentation to your Board regarding the Bishop Airport.

Following the presentation your Board is encouraged to engage in a discussion of respective airport presentations and opportunities that may have been identified for expanding and diversifying commercial air service in the Eastern Sierra.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

Town of Mammoth Lakes, ESCOG, FAA

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> 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: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 7/18/16



Inyo Council for the Arts

July 11, 2016

Inyo County Board of Supervisors
Post Office Drawer N
Independence, CA 93526

Re: California Arts Council Request

Dear Members of the Board,

Inyo Council for the Arts is pleased to inform you that our organization continues to receive funding from the California Arts Council (CAC) for a variety of programs and services in Inyo County.

As a formality, the CAC requires that the Inyo County Board of Supervisors pass a resolution designating Inyo Council for the Arts as the county partner to the California Arts Council.

I have attached a sample resolution and we are requesting that you place the item on the agenda for consideration and authorization at your earliest convenience.

If you have any questions, or require further information, please do not hesitate to contact me. Thank you for your continuing support of ICA and our many events, projects and programs.

Sincerely,

Lynn Cooper
Executive Director

RECEIVED
2016 JUL 14 PM 4:14
INYO COUNTY
ADMINISTRATIVE
CLERK

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA DESIGNATING INYO COUNCIL FOR THE ARTS AS
THE COUNTY'S PARTNER TO THE CALIFORNIA ARTS COUNCIL**

Whereas, The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously underserved constituents; and

Whereas, in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

Whereas, the California Arts Council has requested that Inyo Council for the Arts again be designated the County's partner to the State Council; and

Now, therefore, be it resolved, that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as its partner to the California Arts Council.

Passed and Adopted by the Inyo County Board of Supervisors this _____ day of _____, _____ by the following vote of the Board of Supervisors:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Chairperson, Inyo County Board of Supervisors

Attest: _____

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: July 26, 2016

SUBJECT: Treasury Status Report for the Quarter Ending June 30, 2016

DEPARTMENTAL RECOMMENDATION:

Review the Treasury Report for the quarter ending June 30, 2016 and direct any questions to the Treasurer-Tax Collector.

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:

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:

APPROVALS	
COUNTY COUNSEL: N/A	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: 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> Approved: _____ Date _____
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> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Alisha McMurtrie Date: 7/12/16
 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, 2016
DATE: July 12, 2016

The following status report of the County Treasury as of June 30, 2016 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 618 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:5/31/16 was \$5,455,831.22 (Principal: \$3,950,000.00 + Interest = \$1,569,082.38 less Fees:\$63,251.16)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
 DATE: 6-30-16

AUDITOR'S BALANCES

Balance Forward - Cash in Treasury	\$120,353,314.22
Plus: Auditor Adjustments Payroll	
Deposit Authorizations Fees	\$2,069,696.61
Less: Co. Checks Pd 06/29/16	(200,019.26)
Auditor JE# to adjust	
Acct. Analysis (UB Fees)	
Outgoing Electronic Wires	-\$81,240.00 Auditor Wire
	-\$4,294.09 Chrtr-The Ed Corp St Tax
	-\$1,917,027.11 ICOE Payroll
	-\$80,000.00 ESTA Wire
	-\$4,013.99 Chrtr-Coll Bridge St Tax
	-\$74,230.19 ICOE State Tax
	-\$18,620.21 Chrtr-Yth Bld St Tax
	-\$97,271.54 Chrtr-Yth Bld Fed Tax
	-\$391,685.52 ICOE Payroll
	-\$45,992.52 Chrtr-La Ed Corp Fed Tax
Ending "Claim on Cash in Treasury"	\$119,508,616.40

TREASURER'S BALANCE:

Cash on Hand: Vault	\$1,050.00
Drawer	\$438.74
Bank Deposits on Hand:	

BANK ACCOUNTS:

Union Bank - General Account	\$461,802.88
El Dorado - Cash Account	\$225,084.59
El Dorado- Directs Account	\$10,000.00
Eastern Sierra- General Account	\$0.00

INVESTMENTS: % Invested

Local Agency Investment Fund	\$22,300,000.00	<i>Agency Limit</i>
UBS Money Market	\$2,500,000.00	2.09% of 10.00%
Federal Agencies	\$ 51,216,840.00	42.86% of 100.00%
CD	\$27,136,812.86	22.71% of 30.00%
Local Agency Debt	\$577,639.93	0.48% of 100.00%
Commercial Paper	\$ 10,426,295.01	8.72% of 15.00%
Corporate Obligation	\$ 4,652,203.11	3.89% of 30.00%

TOTAL TREASURY BALANCE: **\$119,508,167.12**

Difference: (Treasury <u>SHORT</u> or OVER)	(\$449.28)
Explanation of Difference:	(\$449.28) Err Cks pd 6/29/16

NOTES

Investments Maturing Over 1 Year	\$ 64,482,265.13	53.96% of 60.00%
----------------------------------	-------------------------	------------------

Prepared By: MP



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

As of: 30-Jun-2016

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Moodie's Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	SACO AND BIDDEFORD 0.500% 8/22/16	22-Aug-2016	78577TAC9	248,000.0000	\$248,000.00 USD	\$248,012.40 USD	N/A		\$12.40 USD		
Government Obligations	FFCB BDS 0.440% 9/08/16	08-Sep-2016	3133EFCF2	3,000,000.0000	\$3,000,000.00 USD	\$2,999,910.00 USD	AA+		(\$90.00) USD		
Corporate Obligations	FIRST NIAGARA BK N 0.550% 9/23/16	23-Sep-2016	33583CRZ4	248,000.0000	\$248,000.00 USD	\$248,057.04 USD	N/A		\$57.04 USD		
Corporate Obligations	S & T BK INDIANA C/D 0.550% 9/23/16	23-Sep-2016	783861CA3	248,000.0000	\$248,000.00 USD	\$248,057.04 USD	N/A		\$57.04 USD		
Corporate Obligations	MAIN ST BK C/D 0.500% 9/29/16	29-Sep-2016	56035BBA3	248,000.0000	\$248,000.00 USD	\$248,062.00 USD	N/A		\$62.00 USD		
Corporate Obligations	BROOKLINE BK MASS C/D 0.500% 9/30/16	30-Sep-2016	11373QBC1	248,000.0000	\$248,000.00 USD	\$248,000.00 USD	N/A		\$0.00 USD		
Corporate Obligations	ESSA BK & TR STOUDSB 0.500% 9/30/16	30-Sep-2016	29667RND1	248,000.0000	\$248,000.00 USD	\$248,064.48 USD	N/A		\$64.48 USD		
Corporate Obligations	TCF NATL BK C/D 0.550% 9/30/16	30-Sep-2016	872278PU4	248,000.0000	\$248,000.00 USD	\$248,057.04 USD	N/A		\$57.04 USD		
Cash & Cash Equivalents	BANK OF TOKYO MITS DC/P 11/09/16	09-Nov-2016	06538BL92	1,500,000.0000	\$1,493,625.00 USD	\$1,495,845.00 USD			\$2,220.00 USD		
Corporate Obligations	MIZUHO BK USA C/D 0.600% 11/18/16	18-Nov-2016	60688MRN6	249,000.0000	\$249,000.00 USD	\$248,773.41 USD	N/A		(\$226.59) USD		
Government Obligations	FHLB BDS 0.530% 12/05/16	05-Dec-2016	3130A6RF6	5,000,000.0000	\$4,999,000.00 USD	\$5,009,550.00 USD	AA+		\$10,550.00 USD		
Corporate Obligations	BMO HARRIS BK C/D 0.550% 12/16/16	16-Dec-2016	05581WEF8	240,000.0000	\$240,000.00 USD	\$240,151.20 USD	N/A		\$151.20 USD		
Cash & Cash Equivalents	ABBEY NATL TREASURY DC/P 12/19/16	19-Dec-2016	00280NMK3	2,000,000.0000	\$1,986,026.67 USD	\$1,992,020.00 USD			\$5,993.33 USD		
Corporate Obligations	NBC OKLA OKLA C/D 0.550% 12/23/16	23-Dec-2016	62879PAC6	240,000.0000	\$240,000.00 USD	\$240,146.40 USD	N/A		\$146.40 USD		
Corporate Obligations	BRAND BKG CO GA C/D 0.550% 12/30/16	30-Dec-2016	105245GC2	240,000.0000	\$240,000.00 USD	\$240,151.20 USD	N/A		\$151.20 USD		
Corporate Obligations	INVESTORS CMNTY BK 0.700% 1/13/17	13-Jan-2017	46147URE2	248,000.0000	\$248,000.00 USD	\$248,257.92 USD	N/A		\$257.92 USD		
Corporate Obligations	BANK SNB C/D 0.700% 1/20/17	20-Jan-2017	065050AF3	248,000.0000	\$248,000.00 USD	\$248,448.88 USD	N/A		\$448.88 USD		
Corporate Obligations	HOMESTREET BK C/D 0.750% 1/20/17	20-Jan-2017	43785QHJ5	248,000.0000	\$248,000.00 USD	\$248,448.88 USD	N/A		\$448.88 USD		
Corporate Obligations	RIDGESTONE BK BR C/D 0.700% 1/20/17	20-Jan-2017	76610TDQ8	248,000.0000	\$248,000.00 USD	\$248,448.88 USD	N/A		\$448.88 USD		
Corporate Obligations	ULTIMA BK MINN C/D 0.700% 1/20/17	20-Jan-2017	90385LCC1	248,000.0000	\$248,000.00 USD	\$248,448.88 USD	N/A		\$448.88 USD		
Corporate Obligations	KS BK INC C/D 0.700% 1/23/17	23-Jan-2017	48266PBL5	248,000.0000	\$248,000.00 USD	\$248,451.36 USD	N/A		\$451.36 USD		
Corporate Obligations	ALPINE BK ILL C/D 0.700% 1/30/17	30-Jan-2017	02082CBD1	248,000.0000	\$248,000.00 USD	\$248,476.16 USD	N/A		\$476.16 USD		
Corporate Obligations	FRONTIER BK C/D 0.700% 1/30/17	30-Jan-2017	359067CK9	248,000.0000	\$248,000.00 USD	\$248,488.56 USD	N/A		\$488.56 USD		
Corporate Obligations	BENCHMARK BK PLANO C/D 0.700% 2/10/17	10-Feb-2017	08160AAF3	248,000.0000	\$248,000.00 USD	\$248,401.76 USD	N/A		\$401.76 USD		
Corporate Obligations	FIDELITY BK C/D 0.700% 2/10/17	10-Feb-2017	316041CX8	248,000.0000	\$248,000.00 USD	\$248,416.64 USD	N/A		\$416.64 USD		
Corporate Obligations	TRANS ALLIANCE BK C/D 0.700% 2/13/17	13-Feb-2017	89388CAN8	248,000.0000	\$248,000.00 USD	\$248,404.24 USD	N/A		\$404.24 USD		
Corporate Obligations	CALIF REPUB BK C/D 0.750% 2/17/17	17-Feb-2017	13057CAM0	248,000.0000	\$248,000.00 USD	\$248,421.60 USD	N/A		\$421.60 USD		
Corporate Obligations	FIRSTBANK PR C/D 1.000% 2/21/17	21-Feb-2017	33767AND9	248,000.0000	\$248,000.00 USD	\$248,471.20 USD	N/A		\$471.20 USD		
Cash & Cash Equivalents	NATIXIS NY DC/P 3/02/17	02-Mar-2017	63873JQ29	4,000,000.0000	\$3,971,026.67 USD	\$3,972,880.00 USD			\$1,853.33 USD		
Cash & Cash Equivalents	NATIXIS NY DC/P 3/03/17	03-Mar-2017	63873JQ37	3,000,000.0000	\$2,975,616.67 USD	\$2,979,570.00 USD			\$3,953.33 USD		
Corporate Obligations	SANTANDER BK NA C/D 0.600% 3/16/17	16-Mar-2017	80280JMD0	240,000.0000	\$240,000.00 USD	\$240,256.80 USD	N/A		\$256.80 USD		
Corporate Obligations	READING CO-OPERAT	17-Mar-2017	75324AU4	240,000.0000	\$240,000.00 USD	\$240,088.80 USD	N/A		\$88.80 USD		



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

As of: 30-Jun-2016

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	C/D 0.650% 3/17/17 BANK BARODA NY YC/D 0.800% 3/21/17	21-Mar-2017	06062QNT7	240,000.0000	\$240,000.00 USD	\$240,256.80 USD	N/A		\$256.80 USD		
Corporate Obligations	BANK INDIA YC/D 0.750% 3/22/17	22-Mar-2017	06279HJX2	240,000.0000	\$240,000.00 USD	\$240,256.80 USD	N/A		\$256.80 USD		
Corporate Obligations	BEAL BK USA LV C/D 0.700% 3/22/17	22-Mar-2017	07370WXT8	240,000.0000	\$240,000.00 USD	\$240,256.80 USD	N/A		\$256.80 USD		
Corporate Obligations	CARDINAL BK C/D 0.800% 3/23/17	23-Mar-2017	14147VFC5	248,000.0000	\$248,000.00 USD	\$248,515.84 USD	N/A		\$515.84 USD		
Corporate Obligations	CITIZENS ST BK OKE C/D 0.550% 3/24/17	24-Mar-2017	17669WFP5	248,000.0000	\$248,000.00 USD	\$248,446.40 USD	N/A		\$446.40 USD		
Corporate Obligations	CELTIC BK UTAH C/D 0.850% 3/30/17	30-Mar-2017	15118RKM8	248,000.0000	\$248,000.00 USD	\$248,453.84 USD	N/A		\$453.84 USD		
Corporate Obligations	SUMMIT CMNTY BK C/D 0.650% 3/30/17	30-Mar-2017	86604XKS4	240,000.0000	\$240,000.00 USD	\$240,384.00 USD	N/A		\$384.00 USD		
Corporate Obligations	IBERABANK LAFAY C/D 0.900% 4/17/17	17-Apr-2017	45083AFB3	248,000.0000	\$248,000.00 USD	\$248,791.12 USD	N/A		\$791.12 USD		
Corporate Obligations	SAFRA NATL BK NY C/D 0.700% 5/18/17	18-May-2017	78658QWL3	248,000.0000	\$248,000.00 USD	\$248,151.28 USD	N/A		\$151.28 USD		
Corporate Obligations	UNION BK & TR CO C/D 0.750% 5/19/17	19-May-2017	905200CB5	248,000.0000	\$248,000.00 USD	\$248,664.64 USD	N/A		\$664.64 USD		
Corporate Obligations	BANKUNITED A SVGS BK 0.800% 5/24/17	24-May-2017	066519BE8	249,000.0000	\$249,000.00 USD	\$249,463.14 USD	N/A		\$463.14 USD		
Corporate Obligations	EVERGREEN BK GRP C/D 0.800% 5/30/17	30-May-2017	300185DH6	248,000.0000	\$248,000.00 USD	\$248,669.60 USD	N/A		\$669.60 USD		
Corporate Obligations	WESTFIELD BANK C/D 0.900% 5/30/17	30-May-2017	96009JAJ6	248,000.0000	\$248,000.00 USD	\$248,649.76 USD	N/A		\$649.76 USD		
Corporate Obligations	BERKSHIRE BK C/D 0.650% 6/05/17	05-Jun-2017	084601FS7	248,000.0000	\$248,000.00 USD	\$248,116.56 USD	N/A		\$116.56 USD		
Corporate Obligations	HADDON SVGS BK C/D 1.000% 7/20/17	20-Jul-2017	404730AU7	248,000.0000	\$248,000.00 USD	\$249,111.04 USD	N/A		\$1,111.04 USD		
Corporate Obligations	1ST GEN BK ROWLAND C/D 0.800% 7/31/17	31-Jul-2017	320337BD9	248,000.0000	\$248,000.00 USD	\$248,885.36 USD	N/A		\$885.36 USD		
Government Obligations	FNMA NTS 1.050% 8/15/17	15-Aug-2017	3136G23G0	3,000,000.0000	\$3,000,000.00 USD	\$3,001,560.00 USD	AA+		\$1,560.00 USD		
Government Obligations	FCCB BDS 0.930% 11/17/17	17-Nov-2017	3133EFPH4	2,000,000.0000	\$2,000,000.00 USD	\$2,008,240.00 USD	AA+		\$8,240.00 USD		
Corporate Obligations	TRIUMPH BK C/D 1.100% 11/22/17	22-Nov-2017	89678LED5	248,000.0000	\$248,000.00 USD	\$249,805.44 USD	N/A		\$1,805.44 USD		
Government Obligations	FCCB BDS 0.900% 12/26/17	26-Dec-2017	3133ECB45	5,000,000.0000	\$4,997,500.00 USD	\$5,000,050.00 USD			\$2,550.00 USD		
Government Obligations	FHLB BDS 1.000% 12/29/17	29-Dec-2017	3130A7JV8	1,000,000.0000	\$1,000,000.00 USD	\$1,001,100.00 USD	AA+		\$1,100.00 USD		
Corporate Obligations	ISRAEL DISC BK YC/D 1.250% 1/16/18	16-Jan-2018	465076HX8	248,000.0000	\$248,000.00 USD	\$249,956.72 USD	N/A		\$1,956.72 USD		
Corporate Obligations	FIRST NATL BK C/D 1.100% 1/22/18	22-Jan-2018	32114LAN9	248,000.0000	\$248,000.00 USD	\$250,202.24 USD	N/A		\$2,202.24 USD		
Corporate Obligations	KEY BK NA OH C/D 1.300% 1/22/18	22-Jan-2018	49306SVX1	248,000.0000	\$248,000.00 USD	\$250,194.80 USD	N/A		\$2,194.80 USD		
Corporate Obligations	WELLS FARGO BK 1.650% 1/22/18	22-Jan-2018	94988JJA1	1,000,000.0000	\$1,010,076.58 USD	\$1,008,510.00 USD	AA-		(\$1,566.58) USD		
Government Obligations	FNMA NT 2/22/18 1.300%	22-Feb-2018	3136G23M7	2,000,000.0000	\$2,000,000.00 USD	\$2,002,120.00 USD	AA+		\$2,120.00 USD		
Corporate Obligations	BANK AMERICA BD 1.650% 3/26/18	26-Mar-2018	06050TLY8	250,000.0000	\$251,812.86 USD	\$251,500.00 USD	A		(\$312.86) USD		
Government Obligations	FHLB BDS 1.000% 3/29/18	29-Mar-2018	3130A7H73	2,000,000.0000	\$2,000,000.00 USD	\$2,003,680.00 USD	AA+		\$3,680.00 USD		
Corporate Obligations	ALLY BK MIDVALE C/D 1.100% 4/23/18	23-Apr-2018	02006LQJ5	250,000.0000	\$250,000.00 USD	\$251,460.00 USD	N/A		\$1,460.00 USD		
Corporate Obligations	COMENITY CAP BK C/D 1.000% 4/27/18	27-Apr-2018	20033AKC9	250,000.0000	\$250,000.00 USD	\$250,157.50 USD	N/A		\$157.50 USD		
Corporate Obligations	INVESTORS BK C/D 1.100% 4/30/18	30-Apr-2018	46176PEA9	250,000.0000	\$250,000.00 USD	\$251,910.00 USD	N/A		\$1,910.00 USD		
Corporate Obligations	LANDMARK CMNTY BK C/D 1.000% 5/04/18	04-May-2018	51507LAU8	250,000.0000	\$250,000.00 USD	\$251,460.00 USD	N/A		\$1,460.00 USD		



As of: 30-Jun-2016

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	WORLD'S FOREMOST C/D 1.300% 5/14/18	14-May-2018	981571BE1	200,000.0000	\$200,000.00 USD	\$200,978.00 USD	N/A		\$978.00 USD		
Corporate Obligations	BK NORTH CAROLINA C/ 1.100% 5/30/18	30-May-2018	06414QXG9	248,000.0000	\$248,000.00 USD	\$250,187.36 USD	N/A		\$2,187.36 USD		
Government Obligations	FHLB BDS 1.250% 6/27/18	27-Jun-2018	313383JQ5	3,000,000.0000	\$3,000,000.00 USD	\$3,028,980.00 USD			\$28,980.00 USD		
Corporate Obligations	AMERN EXP SVGS BK C/D 1.850% 7/09/18	09-Jul-2018	02587CDK3	248,000.0000	\$248,000.00 USD	\$250,383.28 USD	N/A		\$2,383.28 USD		
Corporate Obligations	CONNECTONE BK C/D 1.350% 7/09/18	09-Jul-2018	20786ABE4	248,000.0000	\$248,000.00 USD	\$249,899.68 USD	N/A		\$1,899.68 USD		
Government Obligations	FHLB BDS 1.250% 7/20/18	20-Jul-2018	3130A5SP5	1,250,000.0000	\$1,250,000.00 USD	\$1,250,800.00 USD	AA+		\$800.00 USD		
Corporate Obligations	DOLLAR BK FED C/D 1.450% 7/30/18	30-Jul-2018	25665QAS4	248,000.0000	\$248,000.00 USD	\$250,499.84 USD	N/A		\$2,499.84 USD		
Corporate Obligations	MEDALLION BK UT C/D 1.400% 8/31/18	31-Aug-2018	58403BZ41	248,000.0000	\$248,000.00 USD	\$251,524.08 USD	N/A		\$3,524.08 USD		
Government Obligations	FNMA NTS 1.625% 11/27/18	27-Nov-2018	3135G0Y14	3,000,000.0000	\$2,989,950.00 USD	\$3,063,870.00 USD	AA+		\$73,920.00 USD		
Corporate Obligations	MERRICK BK SO J C/D 1.350% 11/30/18	30-Nov-2018	59013JLT4	248,000.0000	\$248,000.00 USD	\$251,278.56 USD	N/A		\$3,278.56 USD		
Corporate Obligations	LIVE OAK BKG CO C/D 1.250% 12/10/18	10-Dec-2018	538036CC6	248,000.0000	\$248,000.00 USD	\$251,231.44 USD	N/A		\$3,231.44 USD		
Corporate Obligations	POST OAK BK C/D 1.150% 12/21/18	21-Dec-2018	737449AS7	248,000.0000	\$248,000.00 USD	\$250,990.88 USD	N/A		\$2,990.88 USD		
Corporate Obligations	ENERBANK USA UT C/D 1.500% 12/24/18	24-Dec-2018	29266NW78	245,000.0000	\$245,000.00 USD	\$248,243.80 USD	N/A		\$3,243.80 USD		
Corporate Obligations	CITIZENS PROGRESSI CD 1.250% 2/12/19	12-Feb-2019	176544AA2	248,000.0000	\$248,000.00 USD	\$251,303.36 USD	N/A		\$3,303.36 USD		
Corporate Obligations	BTC BK BETHANY C/D 1.200% 2/19/19	19-Feb-2019	05577FAQ1	248,000.0000	\$248,000.00 USD	\$248,210.80 USD	N/A		\$210.80 USD		
Corporate Obligations	INVESTORS BK C/D 1.600% 2/25/19	25-Feb-2019	46178PEK7	248,000.0000	\$248,000.00 USD	\$252,999.68 USD	N/A		\$4,999.68 USD		
Corporate Obligations	LAKESIDE BK C/D 1.500% 2/28/19	28-Feb-2019	51210SKU0	248,000.0000	\$248,000.00 USD	\$253,022.00 USD	N/A		\$5,022.00 USD		
Corporate Obligations	MERCANTILE TR BK C/D 1.500% 2/28/19	28-Feb-2019	587550EL4	248,000.0000	\$248,000.00 USD	\$253,024.48 USD	N/A		\$5,024.48 USD		
Corporate Obligations	LUANA SVGS BK C/D 1.300% 3/29/19	29-Mar-2019	549103SU4	245,000.0000	\$245,000.00 USD	\$246,153.95 USD	N/A		\$1,153.95 USD		
Government Obligations	FHLB BDS 1.550% 4/29/19	29-Apr-2019	3130A6ZW0	4,000,000.0000	\$4,000,000.00 USD	\$4,002,440.00 USD	AA+		\$2,440.00 USD		
Corporate Obligations	MARLIN BUSINESS C/D 1.100% 4/29/19	29-Apr-2019	57116ALN6	248,000.0000	\$248,000.00 USD	\$249,703.76 USD	N/A		\$1,703.76 USD		
Corporate Obligations	PRIVATEBANK & TC C/D 1.100% 5/06/19	06-May-2019	74267GVC8	248,000.0000	\$248,000.00 USD	\$249,701.28 USD	N/A		\$1,701.28 USD		
Corporate Obligations	UNION BK CALIF MTN 2.250% 5/06/19	06-May-2019	90520EAF8	1,600,000.0000	\$1,610,880.00 USD	\$1,626,048.00 USD	A+		\$15,168.00 USD		
Government Obligations	FNMA BDS 1.150% 5/24/19	24-May-2019	3136G2YF8	2,000,000.0000	\$2,000,000.00 USD	\$2,003,000.00 USD	AA+		\$3,000.00 USD		
Corporate Obligations	FIRST BUS BK C/D 1.450% 5/28/19	28-May-2019	31938QL69	248,000.0000	\$248,000.00 USD	\$251,600.96 USD	N/A		\$3,600.96 USD		
Corporate Obligations	MB FINL BK NA C/D 1.400% 6/03/19	03-Jun-2019	55266CPU4	248,000.0000	\$248,000.00 USD	\$252,982.32 USD	N/A		\$4,982.32 USD		
Corporate Obligations	WASHINGTON TR CO C/D 1.400% 6/04/19	04-Jun-2019	940637HJ3	248,000.0000	\$248,000.00 USD	\$252,979.84 USD	N/A		\$4,979.84 USD		
Corporate Obligations	CAROLINA ALLIANCE C/D 1.200% 6/24/19	24-Jun-2019	14376RAT4	248,000.0000	\$248,000.00 USD	\$252,312.72 USD	N/A		\$4,312.72 USD		
Corporate Obligations	STATE BK INDIA C/D 2.100% 6/19/19	19-Aug-2019	856283ZA7	248,000.0000	\$248,000.00 USD	\$254,914.24 USD	N/A		\$6,914.24 USD		
Corporate Obligations	EAST BOSTON SVGS C/D 1.700% 6/23/19	23-Aug-2019	27113PAK7	248,000.0000	\$248,000.00 USD	\$254,983.68 USD	N/A		\$6,983.68 USD		
Government Obligations	FFCB BDS 1.490% 9/30/19	30-Sep-2019	3133EFAA0	2,000,000.0000	\$2,000,000.00 USD	\$2,001,820.00 USD	AA+		\$1,820.00 USD		
Government Obligations	FFCB BDS 1.300% 11/25/19	25-Nov-2019	3133EGBK0	2,000,000.0000	\$1,997,000.00 USD	\$2,001,180.00 USD	AA+		\$4,180.00 USD		
Corporate Obligations	LCA BK CORP PK C/D	25-Nov-2019	501798HN5	248,000.0000	\$248,000.00 USD	\$254,271.92 USD	N/A		\$6,271.92 USD		



As of: 30-Jun-2016

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
Government Obligations	1.650% 11/25/19 FHLMC NTS 1.350% 11/26/19	26-Nov-2019	3134G9KW6	1,000,000.0000	\$1,000,000.00 USD	\$1,000,740.00 USD	AA+		\$740.00 USD		
Government Obligations	FNMA NT 1.400% 11/26/19	26-Nov-2019	3136G2YA9	2,000,000.0000	\$2,000,000.00 USD	\$2,001,000.00 USD	AA+		\$1,000.00 USD		
Corporate Obligations	SALLIE MAE BK C/D 2.000% 12/09/19	09-Dec-2019	795450XF7	245,000.0000	\$245,000.00 USD	\$251,076.00 USD	N/A		\$6,076.00 USD		
Government Obligations	FHLB BDS 1.720% 12/23/19	23-Dec-2019	3130A6VE4	3,000,000.0000	\$3,000,000.00 USD	\$3,000,510.00 USD	AA+		\$510.00 USD		
Corporate Obligations	FIRST BUSINESS BK C/D 1.600% 1/21/20	21-Jan-2020	31938QR30	245,000.0000	\$245,000.00 USD	\$252,595.00 USD	N/A		\$7,595.00 USD		
Corporate Obligations	CONTINENTAL BK C/D 1.100% 1/29/20	29-Jan-2020	211163FQ8	248,000.0000	\$248,000.00 USD	\$250,120.40 USD	N/A		\$2,120.40 USD		
Corporate Obligations	AMERICAN ST BK C/D 1.450% 2/05/20	05-Feb-2020	02972BAT9	245,000.0000	\$245,000.00 USD	\$251,850.20 USD	N/A		\$6,850.20 USD		
Corporate Obligations	FIRST SOURCE BK C/D 1.800% 2/28/20	28-Feb-2020	33646CFN9	248,000.0000	\$248,000.00 USD	\$256,233.60 USD	N/A		\$8,233.60 USD		
Corporate Obligations	SYNCHRONY BK C/D 1.900% 4/24/20	24-Apr-2020	87165FGF5	248,000.0000	\$248,000.00 USD	\$254,306.64 USD	N/A		\$6,306.64 USD		
Corporate Obligations	BENEFICIAL MUT C/D 1.250% 4/27/20	27-Apr-2020	08173QBP0	248,000.0000	\$248,000.00 USD	\$250,269.20 USD	N/A		\$2,269.20 USD		
Corporate Obligations	WELLS FARGO BK C/D 1.250% 4/30/20	30-Apr-2020	94986TTT4	250,000.0000	\$250,000.00 USD	\$251,225.00 USD	N/A		\$1,225.00 USD		
Corporate Obligations	GOLDMAN SACHS BK C/D 1.900% 5/06/20	06-May-2020	38148JSU6	248,000.0000	\$248,000.00 USD	\$253,364.24 USD	N/A		\$5,364.24 USD		
Corporate Obligations	AMEX CENTRN C/D 1.950% 5/07/20	07-May-2020	02587DXT0	245,000.0000	\$245,000.00 USD	\$250,755.05 USD	N/A		\$5,755.05 USD		
Government Obligations	FFCB BDS 1.420% 5/18/20	18-May-2020	3133EGAX3	1,000,000.0000	\$999,490.00 USD	\$1,000,190.00 USD	AA+		\$700.00 USD		
Corporate Obligations	COMMERCIAL BK C/D 1.750% 5/29/20	29-May-2020	201282HB9	245,000.0000	\$245,000.00 USD	\$251,803.65 USD	N/A		\$6,803.65 USD		
Corporate Obligations	AMERICAN EXP CENT C/ 2.250% 6/17/20	17-Jun-2020	02587DYV4	248,000.0000	\$248,000.00 USD	\$253,733.76 USD	N/A		\$5,733.76 USD		
Corporate Obligations	CIT BANK SLC UT C/D 2.300% 6/30/20	30-Jun-2020	17284DDN9	248,000.0000	\$248,000.00 USD	\$255,159.76 USD	N/A		\$7,159.76 USD		
Corporate Obligations	GUARANTY ST BK & TR 1.600% 6/30/20	30-Jun-2020	401228AW1	245,000.0000	\$245,000.00 USD	\$251,997.20 USD	N/A		\$6,997.20 USD		
Corporate Obligations	CAPITAL ONE BK C/D 2.250% 7/01/20	01-Jul-2020	140420SX9	248,000.0000	\$248,000.00 USD	\$255,172.16 USD	N/A		\$7,172.16 USD		
Corporate Obligations	CAPITAL ONE C/D 2.300% 7/15/20	15-Jul-2020	14042E4P2	248,000.0000	\$248,000.00 USD	\$256,131.92 USD	N/A		\$8,131.92 USD		
Corporate Obligations	PNC FINL SERV 2.600% 7/21/20	21-Jul-2020	69353RES3	1,000,000.0000	\$1,027,846.53 USD	\$1,035,540.00 USD	A		\$7,693.47 USD		
Corporate Obligations	IOWA ST BK C/D 1.550% 7/29/20	29-Jul-2020	46256YAH2	245,000.0000	\$245,000.00 USD	\$252,768.95 USD	N/A		\$7,768.95 USD		
Corporate Obligations	LUBBOCK NATL BK C/D 1.550% 7/29/20	29-Jul-2020	549152CM6	245,000.0000	\$245,000.00 USD	\$251,791.40 USD	N/A		\$6,791.40 USD		
Corporate Obligations	IROQUOIS FED SVGS C/ 1.600% 8/12/20	12-Aug-2020	46355PBV9	248,000.0000	\$248,000.00 USD	\$249,430.96 USD	N/A		\$1,430.96 USD		
Corporate Obligations	BRIDGEWATER BK C/D 1.500% 8/17/20	17-Aug-2020	108622ET4	248,000.0000	\$248,000.00 USD	\$254,450.48 USD	N/A		\$6,450.48 USD		
Corporate Obligations	KS STATEBANK C/D 1.550% 8/19/20	19-Aug-2020	50116CAJ8	248,000.0000	\$248,000.00 USD	\$254,440.56 USD	N/A		\$6,440.56 USD		
Corporate Obligations	EVERBK JACKSONVILL CD2.050% 8/28/20	28-Aug-2020	29976DA59	248,000.0000	\$248,000.00 USD	\$257,188.40 USD	N/A		\$9,188.40 USD		
Corporate Obligations	ORRSTOWN BK C/D 2.000% 8/28/20	28-Aug-2020	687377DS7	248,000.0000	\$248,000.00 USD	\$248,543.12 USD	N/A		\$543.12 USD		
Corporate Obligations	WESTERN ST BK C/D 2.000% 9/04/20	04-Sep-2020	95960NJC2	248,000.0000	\$248,000.00 USD	\$248,295.12 USD	N/A		\$295.12 USD		
Corporate Obligations	BARCLAYS BK C/D 2.200% 9/16/20	16-Sep-2020	06740KJK4	248,000.0000	\$248,000.00 USD	\$256,647.76 USD	N/A		\$8,647.76 USD		
Corporate Obligations	FIRST SVC BK GREEN CD1.500% 11/12/20	12-Nov-2020	33640VBG2	248,000.0000	\$248,000.00 USD	\$255,378.00 USD	N/A		\$7,378.00 USD		
Corporate Obligations	HSBC BANK USA C/D S/ 1.625% 12/03/20	09-Dec-2020	40434AE62	248,000.0000	\$248,000.00 USD	\$248,404.24 USD	N/A		\$404.24 USD		



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

As of: 30-Jun-2016

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	BMW BK N.A. SL C/D 2.250% 12/18/20	18-Dec-2020	05580ADM3	245,000.0000	\$245,000.00 USD	\$252,952.70 USD	N/A		\$7,952.70 USD		
Corporate Obligations	CENTRAL BK C/D 1.900% 12/31/20	31-Dec-2020	152524BH6	245,000.0000	\$245,000.00 USD	\$246,580.25 USD	N/A		\$1,580.25 USD		
Corporate Obligations	BANK HAPCALIM C/D 2.050% 1/15/21	15-Jan-2021	06251AL40	245,000.0000	\$245,000.00 USD	\$254,596.65 USD	N/A		\$9,596.65 USD		
Corporate Obligations	COMMUNITY FINL C/D 1.600% 2/17/21	17-Feb-2021	20364ABA2	248,000.0000	\$248,000.00 USD	\$255,648.32 USD	N/A		\$7,648.32 USD		
Corporate Obligations	IBM SR GLBL NT 2.250% 2/19/21	19-Feb-2021	459200JF9	1,000,000.0000	\$1,000,000.00 USD	\$1,031,150.00 USD	AA-		\$27,550.00 USD		
Government Obligations	FNMA NTS 1.250% 5/06/21	06-May-2021	3135G0K69	2,000,000.0000	\$1,983,900.00 USD	\$2,007,500.00 USD	AA+		\$23,600.00 USD		
Government Obligations	FNMA NT 1.500% 5/26/21	26-May-2021	3136G3PR0	2,000,000.0000	\$2,000,000.00 USD	\$2,003,520.00 USD	AA+		\$3,520.00 USD		
Corporate Obligations	PRIVATEBANK & TC C/D 1.500% 5/26/21	26-May-2021	74267GVG9	248,000.0000	\$248,000.00 USD	\$248,808.48 USD	N/A		\$808.48 USD		
Corporate Obligations	UBS BK USA SALT C/D 1.650% 6/07/21	07-Jun-2021	90348JAR1	248,000.0000	\$248,000.00 USD	\$248,738.58 USD	N/A		\$738.58 USD		
Corporate Obligations	MERCANTIL COMMERCE CD1 650% 6/24/21	24-Jun-2021	58733ACY3	248,000.0000	\$248,000.00 USD	\$248,629.92 USD	N/A		\$629.92 USD		
Subtotals											
Cash & Cash Equivalents					\$10,426,295.01 USD	\$10,446,315.00 USD			\$14,019.99 USD		\$0.00 USD
Government Obligations					\$51,216,840.00 USD	\$51,391,760.00 USD			\$174,920.00 USD		\$0.00 USD
Corporate Obligations					\$31,789,015.97 USD	\$32,130,898.01 USD			\$341,882.04 USD		\$0.00 USD
Total					\$93,432,150.98 USD	\$93,968,973.01 USD			\$530,822.03 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				
9/8/2016	3	70	210	\$ 3,000,000.00
12/5/2016	5	158	790	\$ 4,999,000.00
8/15/2017	3	411	1233	\$ 3,000,000.00
11/17/2017	2	505	1010	\$ 2,000,000.00
12/26/2017	5	544	2720	\$ 4,997,500.00
12/29/2017	1	547	547	\$ 1,000,000.00
2/22/2018	2	602	1204	\$ 2,000,000.00
3/29/2018	2	637	1274	\$ 2,000,000.00
6/27/2018	3	727	2181	\$ 3,000,000.00
7/20/2018	1.25	750	937.5	\$ 1,250,000.00
11/27/2018	3	880	2640	\$ 2,989,950.00
4/29/2019	4	1033	4132	\$ 4,000,000.00
5/24/2019	2	1058	2116	\$ 2,000,000.00
9/30/2019	2	1187	2374	\$ 2,000,000.00
11/25/2019	2	1243	2486	\$ 1,997,000.00
11/26/2019	2	1244	2488	\$ 1,000,000.00
11/26/2019	2	1244	2488	\$ 2,000,000.00
12/23/2019	3	1271	3813	\$ 3,000,000.00
5/18/2020	1	1418	1418	\$ 999,490.00
5/6/2021	2	1771	3542	\$ 1,983,900.00
5/28/2021	2	1793	3586	\$ 2,000,000.00
Totals			43189.5	\$ 51,216,840.00
Commercial Paper				
11/9/2016	1.5	132	198	\$ 1,493,625.00
12/19/2016	1.5	172	258	\$ 1,986,026.67
3/2/2017	1.25	245	306.25	\$ 3,971,026.67
3/3/2017	3	246	738	\$ 2,975,616.67
Totals			1500.25	\$ 10,426,295.01
CD's				
8/22/2016	0.25	53	13.25	\$ 248,000.00
9/23/2016	0.25	85	21.25	\$ 248,000.00
9/23/2016	0.25	85	21.25	\$ 248,000.00
9/29/2016	0.25	91	22.75	\$ 248,000.00
9/30/2016	0.25	92	23	\$ 248,000.00
9/30/2016	0.25	92	23	\$ 248,000.00
9/30/2016	0.25	92	23	\$ 248,000.00
11/18/2016	0.25	141	35.25	\$ 249,000.00
12/16/2016	0.25	169	42.25	\$ 240,000.00
12/23/2016	0.25	176	44	\$ 240,000.00
12/30/2016	0.25	183	45.75	\$ 240,000.00
1/13/2017	0.25	197	49.25	\$ 248,000.00

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

**Inyo County Treasury
Weighted Average Maturity**

1/20/2017	0.25	204	51	\$ 248,000.00
1/20/2017	0.25	204	51	\$ 248,000.00
1/20/2017	0.25	204	51	\$ 248,000.00
1/20/2017	0.25	204	51	\$ 248,000.00
1/23/2017	0.25	207	51.75	\$ 248,000.00
1/30/2017	0.25	214	53.5	\$ 248,000.00
1/30/2017	0.25	214	53.5	\$ 248,000.00
2/10/2017	0.25	225	56.25	\$ 248,000.00
2/10/2017	0.25	225	56.25	\$ 248,000.00
2/13/2017	0.25	228	57	\$ 248,000.00
2/17/2017	0.25	232	58	\$ 248,000.00
2/21/2017	0.25	236	59	\$ 248,000.00
3/16/2017	0.25	259	64.75	\$ 240,000.00
3/17/2017	0.25	260	65	\$ 240,000.00
3/21/2017	0.25	264	66	\$ 240,000.00
3/22/2017	0.25	265	66.25	\$ 240,000.00
3/22/2017	0.25	265	66.25	\$ 240,000.00
3/23/2017	0.25	266	66.5	\$ 248,000.00
3/24/2017	0.25	267	66.75	\$ 248,000.00
3/30/2017	0.25	273	68.25	\$ 248,000.00
3/30/2017	0.25	273	68.25	\$ 240,000.00
4/17/2017	0.25	291	72.75	\$ 248,000.00
5/18/2017	0.25	322	80.5	\$ 248,000.00
5/19/2017	0.25	323	80.75	\$ 248,000.00
5/24/2017	0.25	328	82	\$ 249,000.00
5/30/2017	0.25	334	83.5	\$ 248,000.00
5/30/2017	0.25	334	83.5	\$ 248,000.00
6/5/2017	0.25	340	85	\$ 248,000.00
7/20/2017	0.25	385	96.25	\$ 248,000.00
7/31/2017	0.25	396	99	\$ 248,000.00
11/22/2017	0.25	510	127.5	\$ 248,000.00
1/16/2018	0.25	565	141.25	\$ 248,000.00
1/22/2018	0.25	571	142.75	\$ 248,000.00
1/22/2018	0.25	571	142.75	\$ 248,000.00
3/26/2018	0.25	634	158.5	\$ 251,812.86
4/23/2018	0.25	662	165.5	\$ 250,000.00
4/27/2018	0.25	666	166.5	\$ 250,000.00
4/30/2018	0.25	669	167.25	\$ 250,000.00
5/4/2018	0.25	673	168.25	\$ 250,000.00
5/14/2018	0.2	683	136.6	\$ 200,000.00
5/30/2018	0.25	699	174.75	\$ 248,000.00
7/9/2018	0.25	739	184.75	\$ 248,000.00
7/9/2018	0.25	739	184.75	\$ 248,000.00
7/30/2018	0.25	760	190	\$ 248,000.00
8/31/2018	0.25	792	198	\$ 248,000.00
11/30/2018	0.25	883	220.75	\$ 248,000.00
12/10/2018	0.25	893	223.25	\$ 248,000.00
12/21/2018	0.25	904	226	\$ 248,000.00
12/24/2018	0.25	907	226.75	\$ 245,000.00
2/12/2019	0.25	957	239.25	\$ 248,000.00

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

**Inyo County Treasury
Weighted Average Maturity**

2/19/2019	0.25	964	241	\$	248,000.00
2/25/2019	0.25	970	242.5	\$	248,000.00
2/28/2019	0.25	973	243.25	\$	248,000.00
2/28/2019	0.25	973	243.25	\$	248,000.00
3/29/2019	0.25	1002	250.5	\$	245,000.00
4/29/2019	0.25	1033	258.25	\$	248,000.00
5/6/2019	0.25	1040	260	\$	248,000.00
5/28/2019	0.25	1062	265.5	\$	248,000.00
6/3/2019	0.25	1068	267	\$	248,000.00
6/4/2019	0.25	1069	267.25	\$	248,000.00
6/24/2019	0.25	1089	272.25	\$	248,000.00
8/19/2019	0.25	1145	286.25	\$	248,000.00
8/23/2019	0.25	1149	287.25	\$	248,000.00
11/25/2019	0.25	1243	310.75	\$	248,000.00
12/9/2019	0.25	1257	314.25	\$	245,000.00
1/21/2020	0.25	1300	325	\$	245,000.00
1/29/2020	0.25	1308	327	\$	248,000.00
2/5/2020	0.25	1315	328.75	\$	245,000.00
2/28/2020	0.25	1338	334.5	\$	248,000.00
4/24/2020	0.25	1394	348.5	\$	248,000.00
4/27/2020	0.25	1397	349.25	\$	248,000.00
4/30/2020	0.25	1400	350	\$	250,000.00
5/6/2020	0.25	1406	351.5	\$	248,000.00
5/7/2020	0.25	1407	351.75	\$	245,000.00
5/29/2020	0.25	1429	357.25	\$	245,000.00
6/17/2020	0.25	1448	362	\$	248,000.00
6/30/2020	0.25	1461	365.25	\$	248,000.00
6/30/2020	0.25	1461	365.25	\$	245,000.00
7/1/2020	0.25	1462	365.5	\$	248,000.00
7/15/2020	0.25	1476	369	\$	248,000.00
7/29/2020	0.25	1490	372.5	\$	245,000.00
7/29/2020	0.25	1490	372.5	\$	245,000.00
8/12/2020	0.25	1504	376	\$	248,000.00
8/17/2020	0.25	1509	377.25	\$	248,000.00
8/19/2020	0.25	1511	377.75	\$	248,000.00
8/28/2020	0.25	1520	380	\$	248,000.00
8/28/2020	0.25	1520	380	\$	248,000.00
9/4/2020	0.25	1527	381.75	\$	248,000.00
9/16/2020	0.25	1539	384.75	\$	248,000.00
11/12/2020	0.25	1596	399	\$	248,000.00
12/9/2020	0.25	1623	405.75	\$	248,000.00
12/18/2020	0.25	1632	408	\$	245,000.00
12/31/2020	0.25	1645	411.25	\$	245,000.00
1/15/2021	0.25	1660	415	\$	245,000.00
2/17/2021	0.25	1693	423.25	\$	248,000.00
5/26/2021	0.25	1791	447.75	\$	248,000.00
6/7/2021	0.25	1803	450.75	\$	248,000.00
6/24/2021	0.25	1820	455	\$	248,000.00
Totals			22437.6	\$	27,136,812.86

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

**Inyo County Treasury
Weighted Average Maturity**

Corporate Obligation				
1/22/2018	1	571	571	\$ 1,010,076.58
5/6/2019	1.6	1040	1664	\$ 1,610,880.00
7/21/2020	1	1482	1482	\$ 1,027,646.53
2/19/2021	1	1695	1695	\$ 1,003,600.00
Totals			5412	\$ 4,652,203.11
Treasury Loans				
2015-01	0.15	1370	205.5	\$ 151,348.42
2015-02	0.035	1065	37.275	\$ 30,187.61
2015-03	0.04	1065	42.6	\$ 37,734.51
2014-03	0.38	1442	547.96	\$ 358,369.39
Totals			833.335	\$ 577,639.93
LAIF				
6/30/2016	22	1	1	\$ 22,300,000.00
UBS				
6/30/2016	2.5	1	1	\$ 2,500,000.00
GRAND TOTAL:			73374.685	\$ 118,809,790.91

618 Days* Weighted Average Maturity

As of: June 30, 2016

*Days are determined at a per million rate.

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

COUNTY OF INYO
PARS OPEB Trust Program

Monthly Account Report for the Period
5/1/2016 to 5/31/2016

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

Account Summary

Source	Beginning Balance as of 5/1/2016	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 5/31/2016
Employer Contribution	\$5,419,770.50	\$0.00	\$37,215.78	\$1,155.06	\$0.00	\$0.00	\$5,455,831.22
Totals	\$5,419,770.50	\$0.00	\$37,215.78	\$1,155.06	\$0.00	\$0.00	\$5,455,831.22

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

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
0.69%	5.96%	-0.91%	4.74%	5.53%	-	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.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



Clint Quilter, Public Works Director
Shannon Williams, Deputy Director

DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

31

COUNTY
OF
INYO

SOUTHERN INYO AIRPORT ADVISORY COMMITTEE MEETING AGENDA

Board Clerk

MEETING DATE: July 27, 2016 7:00 A.M.

LOCATION: Lone Pine Death Valley Airport Terminal Building

- I. Call to order
- II. Approval of minutes from April 27, 2016 meeting
- III. Report from Public Works
 - A. Budget Review: Existing funds as of 6/30/16

Lone Pine Death Valley Airport

Operating - \$775

Significant expenditures excluding payroll: April - June 2016

*Revenue listed on attached Account Director's Reports

\$4,026.14 Building & Maintenance Invoices
\$380.54 Sierra Disposal
\$357.54 Bishop Waste
\$810.00 Ascent Aviation (Truck lease)
\$27.77 Gardner's
\$17.28 Alpine Paint
\$253.82 Credit Card Fees
\$924.82 LADWP Utilities
\$793.34 Frontier (Previously Verizon)
\$8,866.66 Fuel

Special Aviation \$16,168

Significant Expenditures excluding payroll: April - June 2016

\$75.44 High Country Lumber

Independence Airport

Operating \$94,679

Significant Expenditures excluding payroll:

April - June 2016

\$304.34 Bishop Waste

Special Aviation \$33,969

Significant Expenditures excluding payroll:

April - June 2016

\$1,395.07 Building & Maintenance Charge

\$537.58 LADWP Utilities

B. Public Works Report

IV. Adjourn Meeting

Southern Inyo Airport Advisory Meeting April 27, 2016

Attendees: Martin Powell, Lynne Bunn,, Beverly & Dean Vander Wall, Dick Gering, Jack Berry, Shannon Williams & Steve Ivey.

Called to order by Martin Powell at 7:02 A.M.

Minutes of January 27 meeting were approved.

Shannon Williams reported: Shane Dunnaway will have a presence in Lone Pine Airport

Steve Ivey reported:

1. Independence Airport has been weeded & cleaned
2. Next week, Lone Pine will be cleaned & weeded under the direction of new employee, Shane Dunnaway who will have prisoners assist in weed removal. Trash along fence between Terminal & Motel will be cleaned up.
3. Funding has been granted to Lone Pine by FAA for Segmented circle and new runway lighting.
4. Shannon is still working on paperwork for a 6,000 gallon fuel tank to replace fuel truck. Fuel cost will go up to pay for this state of the art tank over a ten year period.
5. Name change for the airport publications now needs an airport layout plan.
6. \$150,000.00 grant has been awarded for a new lighting system
7. Flashing on hanger has been repaired.

Meeting adjourned at 7:23

Submitted by Beverly Vander Wall

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **571301**
 Receipt Number: **2371697**
 Geographical Code: **1400**
 Copies Mailed Date: **July 12, 2016**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **LONE PINE FUEL MGMT, INC.**
 Name of Business: **LONE PINE FUEL MGMT INC**
 Location of Business: **1900 S MAIN ST
 LONE PINE, CA 93545**

County: **INYO**

Is Premise inside city limits? **No** Census Tract **0008.00**

Mailing Address: **7883 SVL BOX
 VICTORVILLE, CA 92395**
 (If different from premises address)

Type of license(s): **21**

Transferor's license/name: **187940 / KELLER, LEE A**

Dropping Partner: Yes No

RECEIVED
 2016 JUL 14 PM 4: 11
 DEPT. OF ALCOHOLIC BEVERAGE CONTROL
 SAC, BAKERSFIELD

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
21 - Off-Sale General	ANNUAL FEE	NA	Y	0	07/12/16	\$582.00
21 - Off-Sale General	PERSON-TO-PERSON TRANSFER	NA	Y	0	07/12/16	\$1,250.00
Total						\$1,832.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of **INYO**

Date: **July 12, 2016**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

LONE PINE FUEL MGMT, INC.