

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.

September 12, 2017 *PLEASE NOTE LATER START TIME OF 10 A.M.*

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
3. **INTRODUCTIONS** – The following employees will be introduced to the Board: Maricela Baez, HHS Specialist III, Health and Human Services; Josh Dan, Assistant Planner, and Steven Karamitros, Senior Planner, Planning Department; and Kevin Longest, Equipment Operator, Public Works.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

4. **Museum Services** – Request Board approve the following final payments from the 2016-2017 Advertising County Resources Budget: \$1,678.50 to the Lone Pine Chamber of Commerce for the Images of Inyo Shoot Out Photo Contest; \$2,219.50 to the Lone Pine Chamber of Commerce for the Inyo County Visitor Guide; \$1,516.50 to the Lone Pine Chamber of Commerce for the Wild Wild West Marathon; \$1,875 to the Lone Pine Chamber of Commerce for the Early Opener Trout Derby; \$500 to the Amargosa Conservancy for the Highway 127 Death Valley/Amargosa Basin Visitor Guide Brochure; \$1,000 to the Eastern Sierra Music Festival; \$1,500 to the Friends of the Inyo for the Owens Lake Bird Festival; and \$1,875 to Friends of the Mt. Whitney Fish Hatchery for the Father's Day Weekend Fishing Derby.
5. **Personnel** – Request Board ratify and approve the October 1, 2016 - September 30, 2019 Memorandum of Understanding between the County of the Inyo and the Inyo County Employees Association (ICEA) and authorize the Chairperson to sign.

ENVIRONMENTAL HEALTH

6. Request Board: A) declare IDEXX Laboratories, Inc. of Westbrook, ME the sole-source provider of certain water laboratory supplies; and B) approve a blanket purchase order to IDEXX Laboratories, Inc. in an amount not to exceed \$17,000 for Fiscal Year 2017-2018 for the purchase of water laboratory supplies, contingent upon adoption of the Fiscal Year 2017-2018 Budget.

HEALTH AND HUMAN SERVICES

7. Request Board approve the Data Privacy and Security Agreement between the California Department of Social Services and the Inyo County Department of Health and Human Services for the period of April 12, 2017 through October 1, 2019, and authorize the Interim Director of Health and Human Services to sign and submit as instructed.
8. **Social Services** – Request Board: A) approve Agreement 16-6036, a Memorandum of Understanding (MOU) between the County of Inyo, California Department of Social Services, and Department of Health Care Services, for the purpose of authorizing County access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance database, effective the date the MOU is signed by all parties for the term of one year; B) authorize the automatic renewal of the MOU upon the expiration of the initial term for successive one-year terms unless terminated by one or more parties; and C) authorize the Interim Director of Health and Human Services to sign the MOU, the HIPAA Business Associate Addendum, and the CDSS Confidentiality and Information Security Requirements – Contractor/Entity and submit as instructed.

PUBLIC WORKS

9. Request Board approve blanket purchase orders to the following vendors in the following amounts, contingent upon the Board's adoption of the Fiscal Year 2017-2018 budget: Bishop Automotive for \$15,000; Bishop Heating & Air Conditioning for \$40,000; Bishop Welding Supply for \$20,000; Britt's Diesel & Automotive for \$45,000; Brown's Supply Inc. for \$20,000; Coastline Equipment for \$20,000; Dave's Auto Parts for \$30,000; High Country Lumber for \$20,000; Interstate Sales for \$20,000; Manor True Value for \$20,000; Mission Linen for \$40,000; Mission Janitorial for \$20,000; Quinn Company for \$15,000; Silver State International for \$20,000; Steve's Auto & Truck Parts for \$20,000; and Western Nevada Supply for \$20,000.
10. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Airfield Lighting and Visual Aids Improvements Phase I Construction Lone Pine/Death Valley Airport."
11. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Tecopa Water Vending Machine Project."
12. Request Board approve the contract between the County of Inyo and Sierra Geotechnical Services, Inc. of Bishop, CA for the provision of Quality Assurance Material Testing and Observation Services in an amount not to exceed \$46,570, and authorize the Chairperson to sign the contract, contingent on all appropriate signatures being obtained.

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

13. **AUDITOR-CONTROLLER** – Request Board, find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Office Technician II or III positions exists in the General Fund, as certified by the Auditor-Controller, and concurred with by the County Administrator; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure qualified candidates apply; C) approve the hiring of one (1) Office Technician II, Range 59 (\$3,389 - \$4,118), or Office Technician III, Range 63 (\$3,716 - \$4,522); and D) if the hiring results in a vacancy of an Office Technician II, approve the hiring of one (1) Office Technician II, Range 59 (\$3,389 - \$4,118), or Office Technician III, Range 63 (\$3,716 - \$4,522), through an open recruitment.
14. **PROBATION** – Request Board ratify and approve an extension of the agreement between the Inyo County Probation Department-Juvenile Division and the County of Tulare for the out-of-county detainment of juveniles into Fiscal Year 2017-2018, from July 1, 2017 to June 30, 2018, and authorize the Chairperson to sign.
15. **PROBATION** – Request Board ratify and approve a Memorandum of Understanding effective July 28, 2017 with the County of Tuolumne for the housing of Inyo County detained juveniles at the Motherlode Regional Juvenile Detention Facility, contingent upon the Board's adoption of future budgets; and authorize the Chairperson, County Administrator, County Counsel, and Chief Probation Officer to sign.

16. **SHERIFF** – Request Board find that consistent with the adopted Authorized Review Policy: A) The availability of funding for four (4) Correctional Officer positions exists in the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring for (4) Correctional Officers, Range 64 (\$3,886 - \$4,723).
17. **SHERIFF** – Request Board find that consistent with the adopted Authorized Review Policy: A) The availability of funding for one (1) Public Safety Dispatcher II position exists in the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Public Safety Dispatcher II, Range 55 (\$3,088 - \$3,754), and authorize up to the E step based on qualifications.
18. **COUNTY ADMINISTRATOR** – Request Board: A) review the proposed Federal Fiscal Year 2017 Emergency Management Performance Grant Program Application and, if deemed acceptable; B) approve the submittal of the Federal Fiscal Year 2017 Emergency Management Performance Grant Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving a resolution titled, “Governing Board Resolution No. 2017-44,” designating the County Administrator/Director of Emergency Services as the County’s Authorized Agent to execute for and on behalf of Inyo County, an application to be filed with the California Governor’s Office of Homeland Security and subawarded through the State of California; and C) authorize the Chairperson to sign the Resolution Addendum letter.

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

- 11 a.m. 19. **PLANNING** – Request Board receive a presentation from Planning staff, the Bureau of Land Management, and Great Basin Unified Air Pollution Control District regarding the creation of an archaeological district within the Owens Lake, and potentially provide direction.
- 1:30 p.m. 20. **HEALTH AND HUMAN SERVICES/PROBATION** – Request Board receive an update from the Probation and HHS Departments on the status of Juvenile Services Transition.

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

21. **PUBLIC COMMENT**

CORRESPONDENCE - ACTION

22. **Inyo Fish and Wildlife Commission** – Request Board authorize the Commission to send a letter to the California Department of Fish and Wildlife Upland Game Specialist, requesting a change in the dove hunting regulations in Inyo County and the Eastern Sierra to set a longer season.

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
4

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Payments to the Lone Pine Chamber of Commerce, the Amargosa Conservancy, the Eastern Sierra Music Festival and the Friends of the Mt. Whitney Fish Hatchery for successfully completing 2017 Community Project Sponsorship Projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments from the 2016-17 Advertising County Resources Budget, 011400, to the Lone Pine Chamber of Commerce for \$1,678.50 for the Images of Inyo Shoot Out Photo Contest (Object Code 5590); \$2,219.50 for the 2017 Inyo County Visitor Guide (Object Code 5585); \$1,516.50 for the Wild Wild West Marathon (Object Code 5587); \$1,875 for the Early Opener Trout Derby (Object Code 5582); a final payment of to the Amargosa Conservancy of \$500 for the Highway 127 Death Valley/Amargosa Basin Visitor Guide Brochure (Object Code 5511); a final payment to the Eastern Sierra Music Festival of \$1,000 (Object Code 5511); a final payment of \$1,500 to Friends of the Inyo for the Owens Lake Bird Festival (Object Code 5511); and a final payment to the Friends of the Mt. Whitney Fish Hatchery of \$1,875 for the Father's Day Weekend Fishing Derby (Object Code 5517).

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2016-17 Non-Competitive, Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$6,714 to help sponsor the Images of Inyo County Photo Shoot Out Contest. After contracts were finalized, 75 percent of the grant funds were disbursed to the Lone Pine Chamber of Commerce in two previous payments. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,678.50. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2016-17, Non-Competitive, Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$8,878 to help produce and distribute the 2017 Inyo County Visitor Guide. After contracts were finalized, 75 percent of the grant funds were disbursed to the Lone Pine Chamber of Commerce in two previous payments. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$2,219.50. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2016-17 Non-Competitive Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$6,006 to help sponsor the Wild Wild West Marathon. After contracts were finalized, 75 percent the grant funds were disbursed to the Chamber in two payments. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,516.50. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2016-17 County of Inyo Community Project Sponsorship Fishing Derby Grant in the amount of \$7,500 to help sponsor the Lone Pine Early Opener Fishing Derby. After contracts were finalized, 75 percent the grant funds were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,875. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2016-17 Annual Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$3,000 to help sponsor the Music in the Courtyard event. After contracts were finalized, 50 percent the grant funds were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,500. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Amargosa Conservancy was awarded a FY 2016-17 Annual Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$1,000 to help sponsor the Highway 127 Death Valley/Amargosa Basin Visitor Guide Brochure. The brochure highlighted the various attractions in Southern Inyo. After contracts were finalized, 50 percent the grant funds were disbursed to the Conservancy. The Conservancy has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$500. The Conservancy also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Eastern Sierra Music Festival was awarded a FY 2016-17 Annual Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$2,000 to help sponsor the Second Annual Eastern Sierra Music Festival. After contracts were finalized, 50 percent the grant funds were disbursed to the Eastern Sierra Music Festival. The Festival organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,000. The Conservancy also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

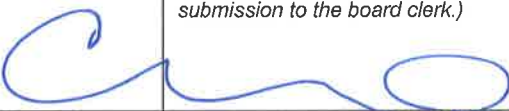
The Friends of the Inyo was awarded a FY 2016-17 Annual Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$3,000 to help sponsor the Third Annual Owens Lake Bird Festival. After contracts were finalized, 50 percent the grant funds were disbursed to the Friends of the Inyo. The Festival organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,500. The Conservancy also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Friends of the Mt. Whitney Fish Hatchery was awarded a FY 2016-17 County of Inyo Community Project Sponsorship Fishing Derby Grant in the amount of \$7,500 to help sponsor the Independence Father's Day Weekend Fishing Derby. After contracts were finalized, 75 percent the grant funds were disbursed to the Friends. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,875. The Friends also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

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

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2016-17 Advertising County Resources Budget (011400) in the various Object Codes noted in the Departmental Recommendation.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) N/A 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: <u>yes</u> Date <u>9/6/2017</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.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 9-6-17
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

June 29, 2017

Inyo Co. Board of Supervisors
PO Box N
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of the Inyo County Photo Contest.

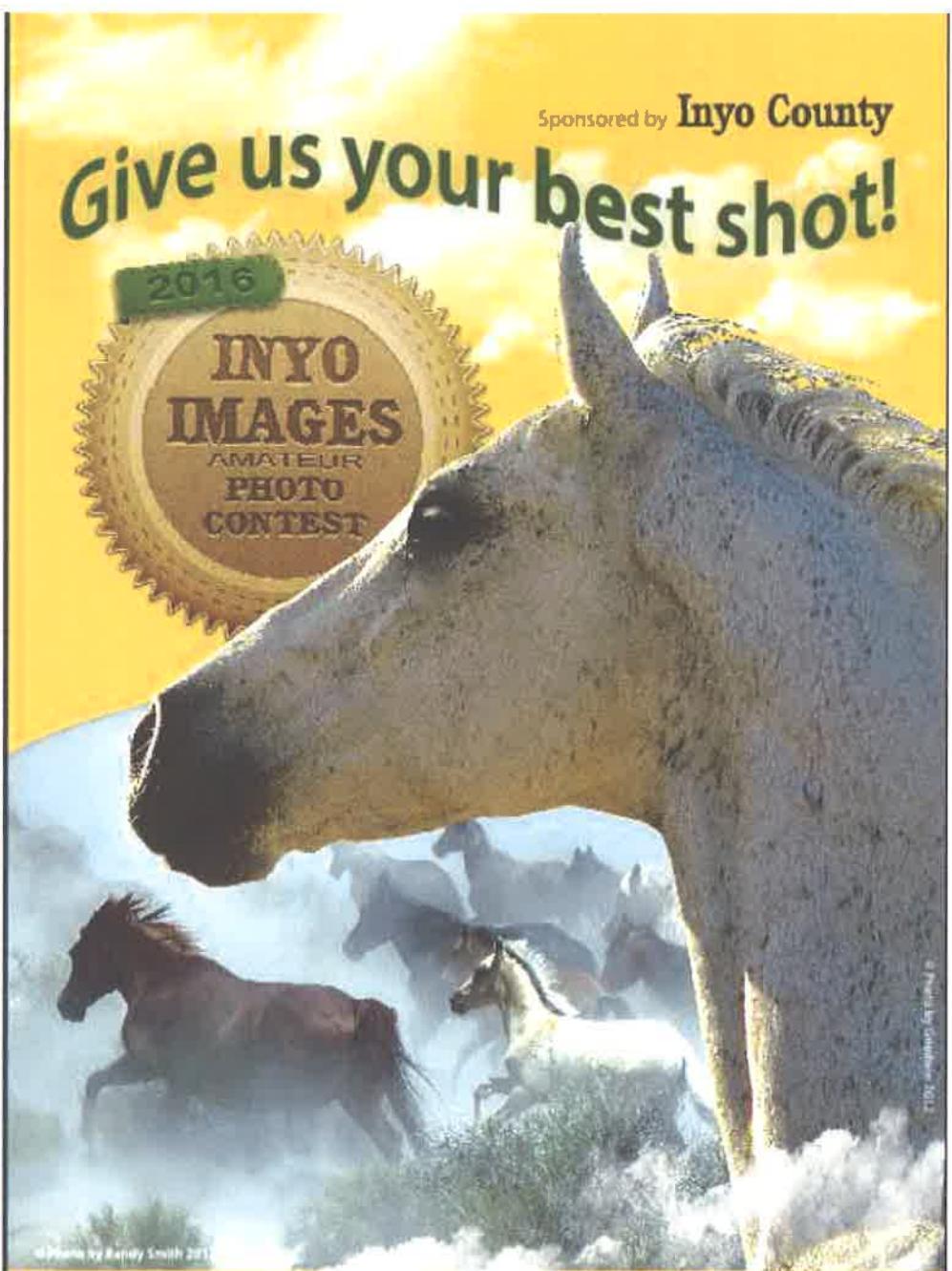
We think the photo contest is a great way to promote Inyo County. It works two ways, people come to take pictures and then we get to use those pictures in our advertising.

Sincerely,

Kathleen New
President/CEO

Sponsored by **Inyo County**

Give us your best shot!



© Photo by Kelsey Smith 2015

© Photo by Kelsey Smith 2015



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Hosted by the
**Lone Pine Chamber
of Commerce**

Find Us On
  



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine

Chamber of Commerce

June 29, 2017

Inyo County Board of Supervisors
PO N
Independence, CA 93545

Dear Supervisors;

This is the final request for the ninth annual Inyo County Visitor's Guide.

I thank you for your financial support in getting this project finished.

The Guide is First Class in showing Inyo County as a premier destination.

Again thank you for your participation in this project.

Sincerely,

Kathleen New
President/CEO

Visitor's Guide to

INYO COUNTY



EL CAMINO SIERRA

TENTH EDITION

www.TheOtherSideOfCalifornia.com



The Other Side of California
DEATH VALLEY AND THE EASTERN SIERRA



May 16, 2017

Inyo County Board of Supervisors
Drawer N
Independence CA 93526

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2017 Wild Wild West Marathon and Ultras.

This year the weather was not cooperative and we had about 50 runners cancel at the last minute. The runners that stayed love the course in spite of the horrible wind.

This is a great race that keeps bringing people from all over the world to our area and we thank you so much for all you do to benefit our communities.

Sincerely,

Kathleen New
President/CEO
Lone Pine Chamber of Commerce



April 5, 2017

Inyo County Board of Supervisors
Drawer N
Independence CA 93545

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2017 Early Opener Trout Derby held March 4, 2017.

More and more we work to the hook kids. This year we gave a prize to every kid. Our agenda is to get the kids hooked on fishing and the parents will keep bringing them to Inyo County to fish.

The statistics show that we had 199 registered fishermen and that over 200 fish were caught. It was a wonderful day of fishing and probably our very best Derby ever. Linda and I even had fun.

Sincerely,

Kathleen New
President/CEO
Lone Pine Chamber of Commerce



Lone Pine California Early Opener

TROUT DERBY

\$800 Blind Bogey

Prizes for the largest fish,
largest catch and
tagged fish



\$10 Adults
\$5 Children

*Breakfast &
Lunch available*



March 4th, 2017

Sign-up 6:30-12:00 noon • Diaz Lake

www.LonePineChamber.org

Brought to you by the Business of Lone Pine & the County of Inyo



August 17, 2017

Inyo County Board of Supervisors
Drawer N
Independence CA 93545

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2017 Concert in the Courtyard Series.

On the first performance we had over 150 people which is more than we ever expected and for the second concert 45 people. These were probably 50/50 visitors and locals.

The second group was completely new to the area and already there is hope that they will be called on for the Concert in the Rocks

Sincerely,

Kathleen New
President/CEO
Lone Pine Chamber of Commerce

LONE PINE CHAMBER OF COMMERCE

Courtyard Concert

Finish your evening out in Lone Pine
with a **FREE** concert! **Saturday 8-11pm**

July 15th
2017

Aug 12th
2017



**Sandy & the
High Country**



*Jackie K
& Skip*

Brought to you by the www.LonePineChamber.org 760.876.4444

Sponsored by Inyo County

Old Spanish Trail Hwy

Tecopa

Brochure funded by the Inyo County Community Project Sponsorship Program and Eastern Sierra Interpretive Association.



Visit us in Shoshone and online:
AmargosaConservancy.org

Contact Death Valley Brewery before crossing private property in Tecopa
www.deathvalleybrewing.com

Hiking in canyon not advised June to September.
No potable water in canyon so carry 1 quart per hour.

AMARGOSA CANYON TRAIL MAP

The Amargosa River flows mostly under ground from Nevada, but emerges to the surface through 10 miles of scenic Amargosa Canyon. Sights include colorful geology, a waterfall, riparian habitat and remains of the Tonopah & Tidewater Railroad, active from 1907 to 1938.



VISITOR GUIDE

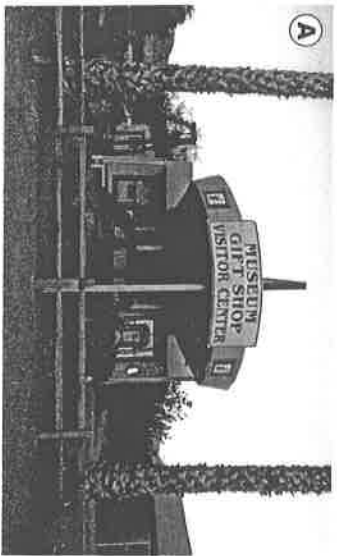
GATEWAY TO DEATH VALLEY



SIGHTS AND ATTRACTIONS OF THE AMARGOSA BASIN

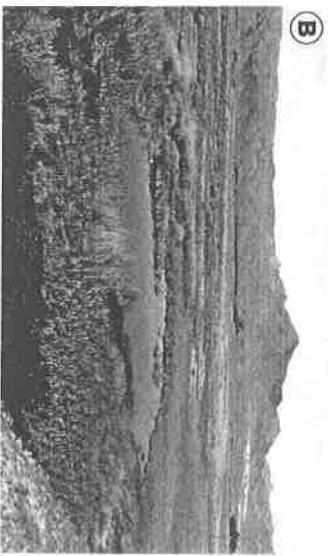
Featuring Amargosa Canyon, China Ranch, Salt Creek, Tecopa, Shoshone, and Ash Meadows

SHOSHONE MUSEUM



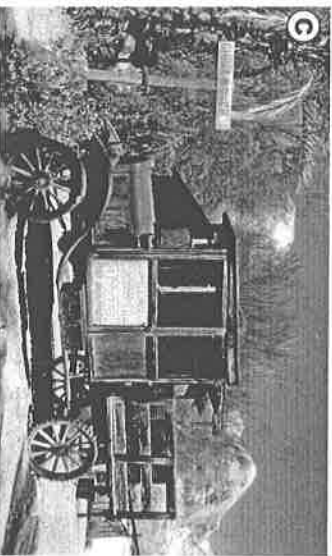
Exhibits on local geology, ecology and history, including fossil Mammoth skeleton found nearby.

GRIMSHAW LAKE

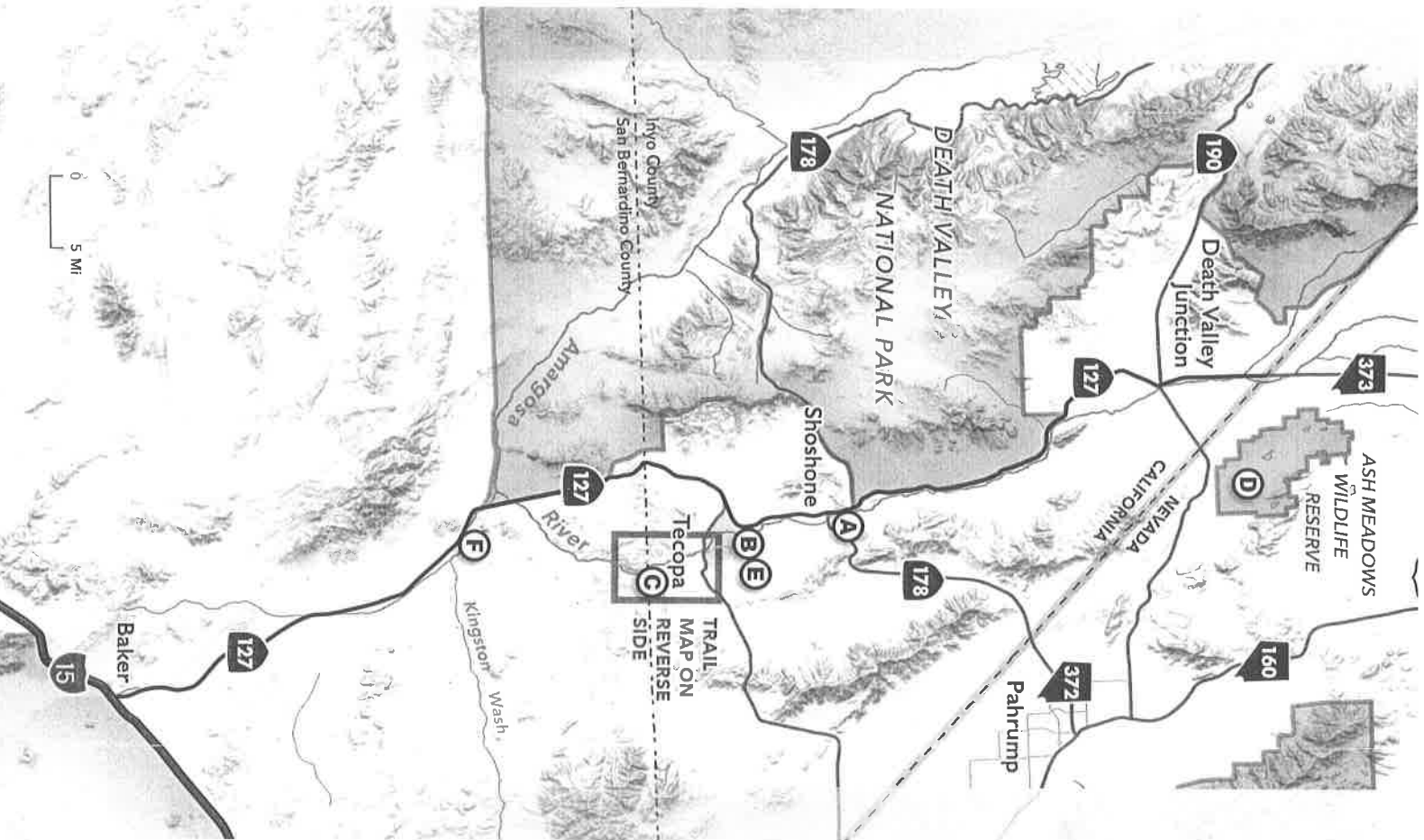


A natural marsh with water from nearby springs, this lake is popular with migrating birds and bird-watchers.

CHINA RANCH



Family-owned date farm in a hidden oasis, with gift shop and trailhead for hikes to Amargosa Canyon (see trail map on reverse side). Trailhead facilities include parking, kiosk, restrooms and shaded picnic tables.



ASH MEADOWS



This National Wildlife Refuge is home to desert pupfish and rare "endemic" plants that grow nowhere else.

TECOPA HOT SPRINGS



Public and private pools fed by artesian hot springs, with 40-acre campground/RV facility, operated by concessionaire for Inyo County.

SALT CREEK HILLS



An important rest stop on the Old Spanish Trail from New Mexico to Los Angeles from 1830 through the 1860s. During the Ice Ages, rainfall from San Bernardino Mountains flowed down the Mojave River and through this gap eroded in granite rock en route to Death Valley.



P O Box 216 Bishop CA 92515

www.esmusicfest.org

County of Inyo
%Jon Klusmire
jklusmire@inyocounty.us

On behalf of the Eastern Sierra Board of Directors, I want to extend a heart-felt thank you for your commitment to our 2nd Annual Eastern Sierra Music Festival.

It was the vision of the Board of Directors and the volunteers to entertain our attendees and participants in a pleasant, comfortable, and fun-filled environment and to exceed last year's success. Your support for this vision helped to offset the some of the cost of holding the festival in an surrounding as beautiful as our Eastern Sierra and helped make it possible for us to offer the wonderful local, regional, and national talents of Steve Moakler, SmithField, Lonestar and Blues Traveler.

Captured demographics of 45% of ticket sales show about 30% of the attendees were from Inyo County, 5% were from Mono County, and 10% were attendees from Los Angeles areas, Bakersfield areas, Fresno areas, Coastal areas, San Francisco areas, Nevada (Reno, Minden, Las Vegas areas), Arizona, and Montana. As for the remaining 55% of the tickets, these were sold at the gate the days of the event and demographics were not captured but are assumed to be of the similar to the percentages above.

Exposure for Inyo County was:

- Logo was placed on our website with a link to the county
- The provided banner was placed on the grounds during the event
- Local and out of the area advertising (including the Palmdale, Bakersfield, and Reno areas) was done on various radio stations and newspapers
- Posters, printed by a local printer, were placed at several businesses in and around Bishop, southern Inyo, Ridgecrest and Mammoth
- We used local motels to house our artists and other participants over a 4 day period
- We purchased all food and drink supplies, souvenir and volunteer shirts, printed materials, and general supplies locally.
- We paid some local youth teams to provide assistance during the event.

Due to the lower than expected attendance this year, (tickets sales for the event were less than 2,000), the organizing Board of Directors have some very serious decisions to make to determine if we will be able to continue this endeavor. We know attendees and participants who did join us enjoyed themselves immensely. However, we are concerned that local attendance did not meet our expectations. We recognize that low attendance equates to an unsure financial future and will affect any decision regarding a third annual concert.

Sincerely,


M. C. Hubbard
Executive Board Member/Sponsor Coordinator
Eastern Sierra Music Festival
mc@wwmusicfest.org



Owens Lake Bird Festival 2017

Report to Inyo County Community Project Sponsorship Program

Friends of the Inyo is honored to present the following report to Inyo County for your Community Project Sponsorship Program grant in support of the Owens Lake Bird Festival. We are extremely grateful for your support and pleased with the success of the festival in its third year.

With the support and collaboration of Inyo County, the Metabolic Studio, the Los Angeles Department of Water and Power, Eastern Sierra Interpretive Association, and others, Friends of the Inyo hosted the Owens Lake Bird Festival on April 28-30, 2017 in Lone Pine, CA. In its third year, the festival welcomed 150 participants (paid participants, volunteers, and trip leaders) for two days of avian and natural history exploration around Owens Lake and Lone Pine. The festival kicked off on Friday evening with an enjoyable and well attended opening reception at the Museum of Western Film History in Lone Pine. Friends of the Inyo premiered a short film about Mike Prather and his role in restoration efforts at Owens Lake. The film emphasized the importance of being present to create collaborative change. Collaboration has always been a central theme of the Owens Lake Bird Festival.

Trips were expanded for this year's festival to offer more opportunity and variety for exploration around Owens Lake. On Owens Lake, Friends of the Inyo offered birding trips to experts, beginners, and families, while also offering trips that focused on subject matter other than birds, such as the micro biotic world within the lake's waters and the ecological restoration work that is providing astounding successes on the lake. We received feedback that participants would enjoy a wide variety of outings to explore places other than Owens Lake and subject matter other than birds. Friends of the Inyo added a geology outing, a Keeler history tour, a botany outing in the Alabama Hills and an exploration of the Owens River. Festival participants loved the opportunities for more exploration that were offered this year, and expressed even more interest for future festivals.

A Saturday dinner and reception occurred at Statham Hall, which included dinner catered by The Grill, and was attended by 110 people. The cocktail hour allowed participants to mingle and share stories about their day. As the keynote speakers, Tom and Jo Heindel, Inyo County's long time preeminent birders, presented about the amazing shorebirds of Owens Lake.

It total, 150 people participated in this year's Owens Lake Bird Festival. This number includes 115 paid participants, 27 trips leaders and 8 volunteers and staff. The majority of participants came from communities outside Inyo County, including cities throughout California. Festival evaluations showed that the average participant travelled 230 miles to attend this year's festival. Most stayed one or two nights in hotels in Lone Pine or Independence and took advantage of local restaurants for meals not provided as part of the festival, which brought economic benefit to the communities. At the same time, the festival helped visitors explore the area in a new way and connected many visitors with the local community, which in turn shared the story of the community with a broader audience. By all accounts, the festival was a great success. Friends of the Inyo collected evaluations from both participants and trip leaders to assess their experience and gather recommendations for future events. The evaluations were

overwhelmingly positive with recommendations for fine tuning the Owens Lake Bird Festival in future years.

In conjunction with the Owens Lake Bird Festival, Friends of the Inyo worked closely with the Eastern Sierra Interpretive Association and Eastern Sierra Audubon to host a series of programs with the Lo-Inyo School during the week of April 24th. Students in the upper grades participated in an assembly about birds and Owens Lake. These students also went on a field trip to Edward's field to find and identify birds that live there. Younger students were treated to a visit from Eastern Sierra Wildlife Care and got to meet Razzle the Raven and Spirit the Red-tailed Hawk. In total, 207 students learned about the Important Bird Area at Owens Lake and how they can actively enjoy special outdoor areas and birds in Inyo County.

To create a successful Owens Lake Bird Festival, Friends of the Inyo relied on the support of many partners and collaborators, further enhancing the festival's ability to build a sense of community and connections between organizations. We are grateful to both Inyo County and the Metabolic Studio for sponsoring the event. We are also grateful for the support we received from other sponsors including: the Eastern Sierra Interpretive Association, Audubon California, Eastern Sierra Audubon, the Frontier Motel, McDonalds of Bishop and Lone Pine, the Western Film History Museum, Barefoot Wines, Mountain Rambler Brewery, and the Los Angeles Department of Water and Power (LADWP). The partnerships we forged in the festival's first years, especially with LADWP, continued into this year's festival. McDonalds was a new business supporter for this year's festival, and Eastern Sierra Interpretive Association provided more in kind staff support to this year's festival.

Now that Friends of the Inyo has held the Owens Lake Bird Festival for three years, we're looking to apply our learning and successes to a fourth festival in April of 2018. We heard feedback from multiple fronts (participants, trip leaders, partner organizations) that this was the best Owens Lake Bird Festival yet. In terms of opportunities for exploration and activities, smoothness of registration, and overall experience, everything Friends of the Inyo has heard is that this year's festival was great. Now that we've built a foundation, we plan to expand next year's festival to connect more participants to the astounding story of Owens Lake and the surrounding landscape of Southern Inyo County.

Friends of the Inyo thanks Inyo County for its support of the third annual Owens Lake Bird Festival. Inyo County's contribution enhanced our marketing and outreach efforts, which enabled the festival to successfully expand upon past festivals while inspiring new visitors to the Lower Owens Valley to fall in love with this place. At the same time, it helped Friends of the Inyo grow partnerships and strengthen connections that began in the festival's early years.

Owens Lake Bird Festival Event Partners and Spons



Owens Lake
BIRD FESTIVAL

Thank you to our sponsors and partners:



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

July 31, 2017

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

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

Dear Board of Supervisors,

The annual Independence Fishing Derby took place on Saturday, June 17, 2016 and participants of all ages had wonderful day fishing in and around the Independence area, followed by the weigh-in and awarding of prizes at Dehy Park. Out of the many participants, 2235 of them weighed in and registered to win prizes, 121 adults and 114 children. Categories included heaviest fish, heaviest stringer, largest wild trout, and largest bluegill and blind bogey (adult and junior divisions).

Visitors to Inyo County came from Ridgecrest, Tehachapi, Lancaster, Huntington Beach, Paso Robles, Glendora, Cypress, Yucaipa, Moorpark, Laguna Niguel, Oak Hills, San Jacinto and as far as Kirkland, Washington. Locals from the Owens Valley also participated.

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

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

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

Sincerely,

Ted Pederson
On behalf of the Independence
Fishing Derby Committee



**Visit Independence, CA on
Father's Day Weekend
for the Annual**

INDEPENDENCE FISHING DERBY

Saturday, June 17, 2017

**Weigh-in from 10:30 a.m.-3:00 pm at Dehy Park
Awarding of Prizes begins at 4:00 p.m. at Dehy Park**



**This is a FREE Blind Bogey Event...
Prizes, Silent Auction & Live Music by Coale Johnson
at the Weigh-in
Fishing Fun for the Whole Family!!**

**Independence Cub Scouts will have hot dogs & chips available
to purchase beginning at 11:30 a.m.**

**Sponsored by:
COUNTY OF INYO
Friends of the Mt. Whitney Fish Hatchery**



**For more information, contact
(760)878-2037, (760)614-0044, or kellyreade@gmail.com**

INDEPENDENCE FISHING DERBY RULES

Registration and weigh-in will be from 10:30 a.m. to 3 p.m. only. Line will close at 3 p.m. Only participants in line by 3 p.m. will be included in the Derby.

Awarding of prizes will begin at 4:00 p.m.

Only one 1st Place prize will be awarded to any contestant, regardless of categories entered.

In case of a tie for one prize, names will be placed in a hat and a winner drawn.

All fish must be loose in individual bags when presented at the Weigh-in Table (one fish per bag--bags will be provided).

PRIZE CATEGORIES

All categories will have both a Junior Prize and a Adult Prize. (Junior contestants are those who have not reached their 16th birthday.)

BLIND BOGEY

HEAVIEST TROUT (1st, 2nd, 3rd Place)

HEAVIEST TROUT STRINGER (1st, 2nd, 3rd Place)

LARGEST WILD TROUT

LARGEST CATFISH

LARGEST BLUEGILL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

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

FROM: Kevin Carunchio, County Administrator

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Adoption of the October 1, 2016 – September 30, 2019 Inyo County Employees Association (ICEA) MOU

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve the October 1, 2016- September 30, 2019 Memorandum of Understanding between the County of the Inyo and the Inyo County Employees Association (ICEA) and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Your Board has given direction regarding negotiations on the current contract with the Inyo County Employees Association (ICEA). At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

ALTERNATIVES:

Your Board could choose not to approve the Memorandum of Understanding and direct staff to re-negotiate the terms with ICEA.

OTHER AGENCY INVOLVEMENT:

Personnel Department
 County Counsel

FINANCING:

The increases have been budgeted in the Fiscal Year 2017-2018 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <div style="text-align: right;">Approved: <u>ms</u> Date <u>9/7/17</u></div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <div style="text-align: right;">Approved: _____ Date _____</div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <div style="text-align: right;">Approved: <u>✓</u> Date <u>9/7/17</u></div>

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

Kevin Carunchio

Date: 9/7/17

by Sue DL



**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY EMPLOYEES ASSOCIATION
(AFSCME LOCAL 315)
2016-2019**

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ARTICLE 1 - RECOGNITION

The County of Inyo (hereinafter called the "County") recognizes the Inyo County Employees Association (hereinafter called the "Association" or "Union"), American Federation of State County and Municipal Employees Local 315 as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

ARTICLE 2 - EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association and Resolutions approving such prior Memoranda of Understanding.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected union activities, or to refrain from joining or participating in protected union activities, in accordance with Government Code sections 3500 to 3511. Notwithstanding the definition of a grievance in Article 21, this section creates a basis upon which a grievance may be filed. If an employee or the Union elects to utilize the grievance process to address allegations of the County violating this Section, it shall be the exclusive process available. The election of the grievance process is irrevocable.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation, whistleblower status, or on any other basis in violation of applicable federal, state, or municipal law(s). The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws. This section does not create a basis upon which an employee may file a grievance.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

ARTICLE 4 - WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- A. Full-time permanent employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- B. Employees may be assigned, and employees may request their Department Head recommend to the CAO, to work an alternative work schedule. This shall consist of a weekly work-week schedule consisting of no more than forty (40) work hours during the County designated work-week, as applicable, which may be at hours other than traditionally scheduled for the assigned shift. Such alternative work schedules may include a 4-10 (consecutive work days unless otherwise agreed to by the employee), 9-80, or other schedule approved by the County Administrative Officer, in his/her sole discretion. A denial of a Department Head's recommendation for an employee request shall be explained in writing.
- C. The County Administrative Officer may in his discretion based upon recommendation from a department head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

ARTICLE 5 - OVERTIME AND COMPENSATORY TIME - FULL-TIME PERMANENT

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time nonexempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours worked for those non-exempt full-time employees scheduled on a 35 hour week. Time and one-half compensation will be paid after 40 hours worked for those full-time non-exempt employees scheduled on a 40 hour work week. Non-exempt full-time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- A. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- B. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph E. below. The conversion of overtime shall be at the option of the employee.

Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.

- C. Attachment "A" to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between the County and Association, a letter ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- D. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- E. County will allow non-exempt full-time employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

ARTICLE 6 - STANDBY AND CALL-OUT COMPENSATION

- A. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$50.00 for performing standby duties on each regularly scheduled day and \$75.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- B. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. Provided, however, if the employee is not required to leave the location at which they would otherwise remain (e.g. the employee takes a call at home, and/or makes calls from home) then the employee will receive time and one-half for the actual hours (calculated in 15 minute increments) worked. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- C. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being

called out during a certain period. A department cannot avoid payment under this Article by informing an employee that they may be needed, but not formally placing the employee on standby.

ARTICLE 7 - SALARIES

- A. Salaries: Salaries for employees represented by ICEA shall be as set forth in Attachment D. County will provide the following COLA s:

Retroactive to October, 2016 (first full pay period 10/06/16)1% COLA .

1% COLA effective July 13, 2017.

2% COLA effective July 12, 2018.

- B. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years - 2%

Employee will receive longevity on the anniversary date when eligible.

- C. Bilingual Pay: Employees will be compensated an additional 5% of their base pay for providing bilingual skills as deemed necessary by the Department Head.
- D. Shift Differential. Employees working swing shifts (as designated by their Department Head) shall receive a shift differential of 2%. Those working graveyard shifts (as designated by their Department Head) shall receive a shift differential of 4%. Shifts subject to this subsection are attached to this MOU as Attachment C.
- E. Bi-Weekly Pay Period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8 - PART-TIME BENEFITS

Section 1. The County will provide the following benefits at the following levels for the following classifications of part-time employees:

A-Par Employees

- A. Part-time, Non-benefited, Merit System Employees:

1. Defined as employees working between 1 to 19.99 hours per week;
2. Hired through County recruitment process;
3. Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority;
4. Any hours worked in excess of 40 during the two week pay period will be paid at time and one half.
5. Longevity Pay: Longevity pay for A-Par employees at 2% to be paid after 10 years of service at the pay step and category at the time of attainment of 10 years (not based upon the beginning pay at the time of hire). Additional 2% after each additional 5 years of service, equal to 4% at 15 years, 6% at 20 years, 8% at 25 years. If an A-Par employee moves to a miscellaneous full-time category, the initial hire date is used to calculate the longevity accrual.
6. Flex Days: Employees will receive 10 hours of flex days per fiscal year - does not accrue.
7. Holiday Pay: Holiday pay shall be paid at the rate of time and one-half to A-Par employees for working on recognized County Holidays scheduled and authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules or any other classification that works on a county recognized holiday.
 - (a) Employees in this category will not receive holiday pay for county recognized holidays not worked.
8. Short-Term Disability Benefit- Employees in this category may opt into the County's Short-Term Disability program at their own expense through payroll deduction.
9. Such employees shall not receive any other benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, , 20 or 33 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.

B-Par Employees

- B. Part-time, Benefited, No PERS Retirement, Merit System Employees:

1. Defined as employees working between 20.00 to 29.99 hours per week;
2. Employees hired through the County recruitment process;
3. Merit System employees with full appellate rights under the Personnel Rules;
4. Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits and limited payment of employee's contributions for Social Security and Medicare);
5. Employees shall receive the following benefits:
 - (a) The County will pay eighty percent (80%) contribution of the premium for employee only health benefits. (Employee has the option to purchase, at their own cost, dependent coverage).
 - (b) Dental and Vision Insurance: Employees will be allowed to opt into dental and vision insurance, premium to be paid by the employee through payroll deduction;
 - (c) Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 10.9) and sick leave (Article 16 hereof and Personnel Rule 10.10). Proration shall be determined by the number of hours worked by the employees. Employees will be allowed to participate in sick leave buy back. The buyback will be based on the budgeted position (20.00-29.99). Employee using less than five days of sick leave in a calendar year and having a minimum of 10 sick days on the books will be eligible to sell back up to 5 days;
 - (d) Any hours worked in excess of 60 during the two-week pay period, will be paid at time and one half;
 - (e) Longevity Pay: Longevity pay for B-Par employees to be paid at 2% after 10 years of service at the pay step and category at the time of attainment of 10 years (not based upon the beginning pay at the time of hire); additional 2% after each additional 5 years of service, equal to 4% at 15 years, 6% at 20 years, 8% at 25 years for B-Pars just as miscellaneous employees. If B-Par moves to a miscellaneous category, the initial hire date is used to calculate the longevity accrual;
 - (f) Flex Days: Employees will receive 20 hours of flex days per fiscal year - does not accrue;

- (g) Holidays: 11 holidays per year will be paid to B-Par employees at 4 hours per holiday. Flex hours may be used to complement hours in order to spare the use of accrued vacation time by B-Par employees for holidays when county departments are closed;
- (h) Holiday Pay: Holiday pay shall be paid at the rate of time and one half to B-Par employees for working on recognized County Holiday scheduled and authorized by their department heads and according to the Holiday Policy Section 10.16 (f) page 62 of the Personnel Rules, or any other classification that works on a county recognized holiday.
- (i) Short-term Disability Insurance: Benefit for B-Par employees shall be paid by the County. County will cover the 1% of base pay for all B-Par employees for in the County Disability Program;
- (j) Employee moving from part-time status to full-time status will be allowed portability of vacation and sick leave accruals based on the prorated budgeted position;
- (k) Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein;
- (l) Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein;
- (m) Except as specifically provided in sections (a) through (l) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.

C-Par Employees

B. Part-time, Prorated Benefits, Merit System Employees:

- 1. Defined as employees working between 30.00 to 39.99 hours per week, as determined by the Personnel Rules and Article 4, herein);
- 2. Employees hired through County recruitment process and merit system employees;
- 3. Employees will have health benefits as provided by the County to full-time employees as provided in Article 9 – Insurance Benefits;
- 4. Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;

5. A non-exempt employees will be paid overtime and be eligible for compensatory time for all hours worked in excess of 40 hours per week. Overtime payments and compensatory time will be provided in Article 5.

Section 2. The benefits and status provided to the employee classifications defined in Section 1, above, are subject to the following:

- A. The following are excluded from the above classifications and, therefore, not entitled to any benefits or status provided for in Section 1: Seasonal employees, temporary reserve officers, contract employees, or other workers placed through state or federal programs;
- B. In the event PERS reverses its current position concerning the validity of the County's hourly exclusion in its PERS contract, the County and Association shall meet-and-confer concerning the impact of such decision and the necessary changes to the benefits provided for in Section 1;

ARTICLE 9 - INSURANCE BENEFITS

- A. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- B. County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- C. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- D. County agrees to pay 100% of the premium for optical insurance.
- E. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- F. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - Eligible for *employee only* coverage = \$92.31 per pay period
 - Eligible for *employee plus one* coverage = \$184.62 per pay period
 - Eligible for *family* coverage = \$276.93 per pay period

ARTICLE 10 - FLEXIBLE BENEFIT PROGRAM

County will pay the monthly administration fee for each employee who participates in Flexible Benefit Program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11 - SHORT-TERM DISABILITY PROGRAM

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of employee's base salary to a maximum amount equal to what the State of California rate is per year. Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12 - DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13 - CONTRACTING OUT, ADVANCE NOTICE

Contracting Out – The County agrees to address contracting-out of County Services in accordance with all applicable laws.

Advance Notice – Absent an emergency, as determined in the sole discretion of the County, the County shall provide at least one hundred twenty (120) hours advance notice to the Union prior to the Board of Supervisors formally considering at a public meeting any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Union's response and meet- and- confer if necessary. Said notice shall be sent to the ICEA and AFSCME.

Board of Supervisors Agenda-

County agrees to email ICEA President and AFSCME the Board of Supervisors agenda. The entire agenda packet will be available on the County website.

ARTICLE 14 - LABOR - MANAGEMENT TEAM:

A Labor-Management Team is hereby established to create a forum for Union representatives and County management personnel to discuss issues surrounding general working conditions. One Labor-Management Team Meeting shall be convened during the months of February, May, August, and November. Said meetings shall be scheduled the month prior to the meeting. An agenda shall be drafted concurrently with scheduling each meeting in order to assist the Labor-Management Team to conduct a productive meeting.

ARTICLE 15 - JOB DESCRIPTIONS

The County will post all current job descriptions on the County website on or before October 1, 2017. Within two weeks of a written employee request to the Personnel Director or his/her designee, County shall provide an employee with a copy of any job descriptions in his/her personnel file existing therein at the time of ratification of this MOU. County will maintain personnel files, including copies of previous job descriptions therein, in a manner consistent with its current practice.

ARTICLE 16 - SICK LEAVE

- A. Each full-time and B-Par employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- B. Except as provided in Article 8, once per calendar year any employee may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate, provided, however, that the sick leave bank for any employee exercising this option must contain at least 400 remaining hours of sick leave.
- C. The County recognizes that the ICEA membership has created a sick leave pool for use by those members who exhaust all accrued leave (flex, vacation, sick, compensatory) due to non-industrial illness or injury. Rules governing use of the Sick Leave Bank have been established by the ICEA Sick Leave Bank Committee. A copy of those rules is available through ICEA, Personnel, or the department head. An employee may only receive a cumulative total of 160 hours from the ICEA Sick Leave Bank during any twelve-month period. Any exception to this limitation must be approved in writing by both the department head and County Administrator Officer. Prior to making their determination, the department head and County Administrator Officer shall consider a written recommendation from the ICEA board or its designee.
- D. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.
- E. Any employee who separates or retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.
- F. Any sick leave used for bereavement will not impact the "buy back" provisions above.

ARTICLE 17 - VACATION LEAVE

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- B. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18 - FLEXIBLE LEAVE

The County shall grant employees 35 hours or 40 hours (depending on employee’s hourly status) of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County service.

An employee requesting flexible leave shall give a minimum of 48 hours’ notice to his supervisor. A request to take flexible leave may be denied due to the operational needs of the employee’s department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

- July 1 - October 31..... Five (5) days
- November 1 - February 28..... Three (3) days
- March 1 - June 30 One (1) day.

ARTICLE 19 - HOLIDAYS

- A. Recognized Holidays. County holidays are as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King Day)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

- B. Additional Provisions. Any employee who works in a facility which operates seven days (7) a week who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day, with the exception of APAR and BPAR employees as outlined in Article 8. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

ARTICLE 20 - RETIREMENT PROVISIONS

PERS Employees hired prior to January 1, 2013 (Classic):

- A. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- C. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- D. PERS benefit to miscellaneous employees shall consist of:
1. Final compensation to be based on highest one year's salary;
 2. Include post-retirement survivor allowance;
 3. Allow 260 days of accrued sick leave to be added to service credit;
 4. Employer Paid Member Contribution (EPMC);

5. All other provisions as amended in the County PERS contract.
- E. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

ARTICLE 21 - PERSONNEL RULES

- A. The Personnel Rules, as updated to incorporate "Attachment E" from the October 15, 2013 MOU, are hereby incorporated by reference. Specific Personnel Rules revisions applicable to the Association are set forth below, and are effective upon ratification of this MOU. If a provision of the Personnel Rules is in conflict with a provision of this MOU, to the extent of such conflict, the provision of the MOU shall be controlling. Notwithstanding any other provision of this MOU, the parties agree that County may during the term of this MOU propose revisions to such rules and/or additional personnel rules, excluding those set forth below, provided that County allows an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act.

1. LEAVE WITHOUT PAY:

The following revision supersedes the existing Article X Section 10.4(b) of the Personnel Rules:

10.4(b) An employee on a leave of absence without pay shall not receive compensation or accrue sick leave, vacation, or holiday credits. County's contributions to the employee's retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of a leave of absence without pay, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement and Social Security. Any employee requesting a leave of absence without pay may utilize all of his or her accrued compensatory time-off, administrative leave, and vacation time prior to the start of the leave without pay.

2. DISCIPLINARY ACTION GUIDELINES:

Ordinarily, the County will use progressive discipline in correcting the behavior of a worker. The intent of progressive discipline is to be corrective in nature and allows for a worker to correct behavior. However, the circumstances of each case dictate the appropriate disciplinary response and the county reserves the right to skip one or all levels of discipline in appropriate circumstances. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

a. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.

b. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of insubordination, violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

3. DISCIPLINE APPEALS:

Article XII of the County's Personnel Rules and Regulations, entitled "Disciplinary Actions and Appeals Procedures," contains a detailed description of the procedures applicable to employee discipline including employee rights to due process through the "Skelly" procedure for proposed discipline and the appeals procedure for imposed discipline.

Selection of Arbitrator (as a Hearing Officer for disciplinary appeals under Article XII) Within 30 days of the date the grievant files a notice of appeal, the County and the employee, or if the employee is represented, the employee's representative, shall attempt to mutually agree on an experienced impartial Arbitrator to preside over the hearing. The parties may extend this date by mutual consent. If the parties are unable to identify a mutually acceptable Arbitrator, they will request a list of seven (7) experienced Arbitrators from the State Mediation and Conciliation Service (SMCS) or similar source agreed upon by the parties and select an Arbitrator via an alternate strike method. The party to strike the first name will be determined either by mutual agreement or by a random method such as coin toss. If the remaining individual on the list is unavailable to hear the matter, the parties may mutually agree to use the second remaining name on the list or will otherwise request a new list from SMCS. This provision shall also apply to the grievance process to the extent consistent therewith.

Re-Opener: In the event that ICEA becomes a "agency shop" the Union agrees to reopen the MOU upon the County's request to provide for a new process regarding the manner in which disciplinary appeals are pursued.

4. GRIEVANCE

The following revisions supersede the existing Article XIII Sections 13.1(a) and (b) of the Personnel Rules:

13.1(a) Grievance. A grievance is a written allegation by a grievant, submitted by an employee or group of employees within forty five days of the act or omission at issue, claiming violation of, or misapplication of, the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules. All grievances must be signed by the employee or each employee of a group on whose behalf the grievance is submitted. The grievance must be submitted and pursued as set forth below.

13.1(b) Grievant. For all grievance procedures up to the level of arbitration, a grievant is an employee in the County Service (probationary or permanent), group of such employees, or the majority representative of a bargaining unit, adversely affected by an act or omission of the County. For all grievance procedures at the level of arbitration, the grievant is the Association. The Association is the exclusive representative of the employees subject to the INYO-ICEA MOU, with the sole right to appeal to arbitration Grievances that are eligible for such appeals. The Association may adopt internal policies and procedures to determine whether or not to elevate a Grievance to arbitration. All fees and expenses of the Arbitration shall be evenly split by the parties. Either the County or the Association may call any employee as a witness to the proceeding and the employee shall be considered to be working for such time. . If called by the Union, the Union will reimburse the County for that time.

5. INTERNAL PROMOTIONS

Employees who accept an internal promotion but request to be reinstated in their previous position during the applicable probationary period for their new position, and/or who do not pass probation in the new position for reasons other than misconduct rising to a level of disciplinary action, shall be offered a reinstatement to their previous position so long as it remains vacant. If the employee's previous position is filled, an employee may request re-assignment to a similar position for which they are qualified during the applicable probationary period for their new position. If a vacancy for a similar position for which the employee is qualified is in the department from which the employee promoted, the re-assignment shall be approved. If the vacancy is in another department, the Department Head has the discretion to make an offer to the employee. The eligibility of individuals on the reinstatement and re-employment list shall extend for a period of one year from the date of reinstatement / re-assignment request as set forth in Personnel Rule Section 11.1(e) and a reinstatement of benefits as set forth in Personnel Rule Section 11.1(f).

6. RECRUITMENT

In addition to the preference set forth in Personnel Rule Section 6.4, the County shall give preference to competing internal candidates based on the total time any such employee has been employed by the County. In other words, a County employee who has been employed by the County for a total of five years, regardless of any breaks in employment, shall have preference over another internal candidate who has four years of total employment with the County, even if said four years are continuous.

ARTICLE 22 - EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23 - TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24 - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section 1. Dues Deductions: The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction. Members of the Association who wish to withdraw from Association membership may do so only during the annual window period from January 1 through January 15, by sending a written notice to the County and the Association. Notice received outside the window period shall be returned and not be processed.

Section 2. PEOPLE Deduction: The County agrees to deduct from the wages of any employee who is a member of the Union and so elects a Public Employees Organized to Promote Legislative Equality ("PEOPLE") deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 3. Indemnification: The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association,

except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 4. ICEA Release Time: County will release with pay ICEA Officers, Stewards, Bargaining Team Members, or other ICEA members (maximum seven (7) employees) from their normal duties to conduct legitimate and reasonable Association business. More than seven employees may be released if agreed to by the County. The Union must request, in advance, release time for all employees for said purposes, which may be denied due to the operational needs of the department. The Union shall inform the County of any new officers or representatives within two weeks of any changes.

ICEA shall continue to provide to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICEA and Personnel will work together to assure that such meetings or training will not adversely impact departments.

Section 5. Reasonable Access: The practice will continue which allows ICEA/AFSCME Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources, provided he/she first makes arrangements with the Personnel Department, or his/her designee, to ensure such access does not unreasonably disrupt County business.

Section 6. Mailing List: County will provide the Union with current employee lists with personal mailing addresses, to provide the opportunity to correspond with all ICEA represented employees in a timely manner. This address list will be provided within two weeks written notice.

Section 7. Bargaining Unit Notification: The Union shall be electronically notified of any new members of the bargaining unit as well as any bargaining unit separations, or transfers on a monthly basis. Such notice shall contain department and classification. The County shall provide the name, job title, department, work location, work, home, and personal cell phone numbers, personal email address and home address on file with the employer of any newly hired employee within 30 days of the date of hire or first pay period of the month following hire. The Court also agrees to provide that information for all employees in the unit at least every 120 days.

Section 8. Orientation:

The County shall distribute a copy of this MOU and the Personnel Rules to all new Bargaining Unit employees. The Union shall be given at least 10 Days hours' notice of any new employee orientation. The County will be holding weekly orientations on Tuesday in Bishop and Wednesday in Independence. If there are no new bargaining unit employees, the County Personnel will send an email to the Union Representative. The Union shall be given the first scheduled fifteen (15) minutes of each new employee orientation to provide the new employee(s) with official Union materials and information. The County shall ensure a Union Representative is made available for the purpose of this section.

ARTICLE 26 - FLSA EXEMPT AND REPRESENTED EMPLOYEES

Attachment A lists those classifications, which are FLSA exempt.

Attachment B lists those classifications that are represented by the Association, except as classifications may be severed in accordance with Resolution 2003-76.

ARTICLE 27 - PROBATION PERIOD

The following classifications will serve a 12-month probationary period:

- Dispatchers

ARTICLE 28 - UNIFORMS

Section 1. The following uniform allowance applies only to full-time Animal Control Officers, Shelter Manager, and Shelter Attendants, who are required to wear a full uniform. Part time employees not required to wear a full uniform shall be provided required clothing by the department.

- A. The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid quarterly in the amount of \$200.00. This payment shall be payable on the last payroll date of each quarter.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.
- D. New employees receive up to \$400.00 as reimbursement upon proof of uniform purchases. This \$400.00 is to come from the current \$800.00 annual payment, whereby a new employee can draw his first two (2) quarterly payments upon proof (receipts) that the amount was spent for uniform purchases.

ARTICLE 29 - SAFETY SHOES

County shall reimburse each employee covered by this Agreement who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

ARTICLE 30 - PERFORMANCE EVALUATIONS

The County will use the performance evaluation form attached herewith as Attachment F. Challenges to the evaluation as set forth in Personnel Rules Section 8.2 (c) shall be heard by the County Administrator or neutral designee. This provision confirms the County's existing practice.

ARTICLE 31 - DRUG-FREE WORKPLACE/DEPARTMENT OF TRANSPORTATION DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo Drug will enforce the Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

ARTICLE 32 - MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2.

ARTICLE 33 - EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY

The County will reimburse educational expenses in accordance with the attachment E "Employee Training and Tuition Assistance Program Policy." The County will also continue to reimburse all costs for licenses and certifications used in the course of employment.

ARTICLE 34 - SMOKING

There shall be no smoking, vaping, or chewing of tobacco, or any use of tobacco products, in any County facility or County vehicle. Employees smoking or vaping on County property shall smoke or vape in designated smoking areas, which areas will be agreed to by the County and Association.

ARTICLE 35 - MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment with a minimum of fourteen days advanced notice. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

ARTICLE 36 - LETTER OF REPRIMAND

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the County Administrator, or his/her neutral designee, who shall have the authority to modify or remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning or counseling.

ARTICLE 37 - AUTHORIZED AGENTS

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526
- B. President
Inyo County Employees Association
P.O. Box 492
Independence, CA 93526
- C. AFSCME, District Council 57,
P.O. Box 418, Independence, CA 93526

ARTICLE 38 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 39 - NO STRIKE-NO LOCKOUT

Section 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services. Informational picketing, rallying, and other public action by employees that does not involve withholding or refusing to perform services, shall only be permitted before or after work, or during breaks and lunch periods.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 40 - EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement which restricts the County's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

ARTICLE 41 - SEPARABILITY

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE 42 - REOPENER CLAUSE

- A. The Parties agree that the County may re-open and meet and confer regarding the retiree health benefits to be provided for future employees.
- B. The Parties agree that the County may re-open and meet and confer regarding eliminating or changing the definition of A-PAR, B-PAR and C-PAR employees to facilitate the development of a global alternative work schedule program.
- C. The County may exercise its right to re-open the MOU under this beginning July 1, 2017.

ARTICLE 43 - TERM

This Memorandum of Understanding shall be in force and effect upon ratification and adoption of this MOU by both parties through September 30, 2019. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 44 - RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 12th day of September, 2017.

<p>COUNTY OF INYO:</p> <hr/> <p>Mark Tillemans, Chairperson</p>	<p>INYO COUNTY EMPLOYEES ASSOCIATION:</p> <hr/> <p>Janelle Kent, ICEA NEGOTIATOR</p> <hr/> <p>Sheri Aust, ICEA NEGOTIATOR</p> <hr/> <p>Cristine JJones, ICEA NEGOTIATOR</p> <hr/> <p>Wendy Stine, ICEA NEGOTIATOR</p> <hr/> <p>Donald Gockley, ICEA NEGOTIATOR</p> <hr/> <p>Jane McDonald, AFSCME Council 57</p>
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ATTACHMENT A
EXEMPT POSITIONS UNDER THE FAIR LABOR STANDARDS ACT
FOR PURPOSES OF OVERTIME

CHILD SUPPORT ATTORNEY
DISTRICT ATTORNEY DEPUTY
DIRECTOR FIRST FIVE
FIRST SUPERVISOR SR
MITIGATION PROJECT MANAGER
NURSE SUPERVISING
PLANNING SENIOR
SCIENCE COORDINATOR
SCIENTIST SENIOR
SCIENTIST

ATTACHMENT B
ICEA REPRESENTED POSITIONS

ADDICTION COUNSELOR
ADDICTION SUPERVISOR
ADMINISTRATIVE ANALYST
AG BIOL W/M INSPECTOR SENIOR
AG BIOL WGHTS & MSRS INSPECTOR
AGRICULTURAL BIOLOGIST SUPV
AIRPORT SUPERVISOR OPERATIONS
AIRPORT TECHNICIAN
ANIMAL CONTROL OFFICER
ANIMAL CONTROL SENIOR
ANIMAL CONTROL SUPERVISOR
APPRAISER
APPRAISER AIDE
AUDITOR APPRAISER
BUILDING GROUNDS WORKER
BUILDING INSPECTOR
BUILDING INSPECTOR SENIOR
BUILDING MAINTENANCE LEAD
BUILDING MAINTENANCE WORKER
CADASTRAL TECHNICIAN
CAREGIVER RESIDENTIAL
CHILD SUPPORT ATTORNEY
CHILD SUPPORT OFFICER
CHILD SUPPORT SUPERVISOR
CIVIL OFFICER
CUSTODIAN
DA ADMINISTRATIVE ASSISTANT
DIRECTOR FIRST FIVE
DISTRICT ATTORNEY DEPUTY
ENGINEER ASSISTANT CIVIL
ENGINEER ASSOCIATE
ENGINEER ASSOCIATE CIVIL
ENGINEERING ASSISTANT
ENVIRONMENTAL HEALTH REHS
ENVIRONMENTAL HEALTH TRAINEE
EQUIPMENT MECHANIC HEAVY
EQUIPMENT MECHANIC LEAD
EQUIPMENT OPERATOR HEAVY
EQUIPMENT OPERATOR LEAD
EQUIPMENT OPERATOR MECHANIC

ATTACHMENT B
ICEA REPRESENTED POSITIONS

EVIDENCE TECHNICIAN
FIELD TECHNICIAN
FIRST SUPERVISOR
FIRST SUPERVISOR SR
FOOD COOK
FOOD COOK SUPERVISOR
GATE ATTENDANT
GIS TECHNICIAN
HAZARD MATERIALS MANAGER
HAZARD MATERIALS MANAGER SR
HHS SPECIALIST
HUMAN SERVICES SUPERVISOR
INTEGRATED CASE WORKER
LABORATORY TECHNICIAN
LIBRARIAN
LIBRARY MUSEUM ASSISTANT
LIBRARY SPECIALIST
MANAGER PROGRESS HOUSE
MANAGER PROGRESS HOUSE TRAINEE
MANAGER WIC PROGRAM
MITIGATION PROJECT MANAGER
MOSQUITO MANAGER
MOSQUITO TECHNICIAN
MUSEUM CURATOR COLL & EXHIBITS
NETWORK ANALYST
NURSE PUBLIC HEALTH
NURSE REGISTERED
NURSE REGISTERED BEHAV HEALTH
NURSE SUPERVISING
OFFICE CLERK
OFFICE TECHNICIAN
OPERATIONS MANAGER TECOPA
PARK MOTORPOOL MANAGER
PARK SPECIALIST
PLANNING ASSISTANT
PLANNING ASSOCIATE
PLANNING SENIOR
PLANNING TRANSPORTATION
PLANNING TRANSPORTATION SENIOR
PREVENTION SPECIALIST

ATTACHMENT B
ICEA REPRESENTED POSITIONS

PROGRAM SERVICES ASST
PROGRAMMER ANALYST
PROJECT COORDINATOR
PSYCHOTHERAPIST
PUBLIC SAFETY DISPATCHER
QUALITY ASSURANCE CASE WORKER
RE-ENTRY SERVICES COORDINATOR
ROAD MAINTENANCE SUPERVISOR
ROAD SHOP ASSISTANT
ROAD SHOP SUPERVISOR
SALT CEDAR MANAGER
SCIENCE COORDINATOR
SCIENTIST
SCIENTIST ASSOCIATE
SCIENTIST SENIOR
SECRETARY ADMINISTRATIVE
SECRETARY ADMINISTRATIVE LEGAL
SECRETARY LEGAL
SENIOR ASSISTANT COORDINATOR
SHELTER ASSISTANT
SOCIAL WORKER
SOCIAL WORKER SUPERVISOR
VEGETATION MANAGER
VETERAN SERVICES REP
VICTIM WITNESS COORDINATOR
WEED MANAGER

ATTACHMENT C

Sheriff's Department – Dispatch

10:00 a.m. – 8:00 p.m. – Swing Shift

2:00 p.m. – 12:00 a.m. - Swing Shift

4:00 p.m. – 2:00 a.m. – Swing Shift

8:00 p.m. – 6:00 a.m. – Graveyard Shift

Public Works – Custodians

4:00p.m. – 12:30 a.m. – Swing Shift

2:00 p.m. – 11:00 p.m. – Swing Shift

Health and Human Services – Progress House

11:30 a.m. – 9:30 p.m. – Swing Shift

9:15 p.m. – 7:15 a.m. – Graveyard Shift

**ATTACHMENT D
MISCELLANEOUS EMPLOYEES
EFFECTIVE SEPTEMBER 21, 2017
(Retro Back to 10/6/16 1% COLA and 7/13/17 1% COLA)**

Range	Step A	Step B	Step C	Step D	Step E
039	2182	2288	2407	2526	2651
040	2230	2339	2458	2583	2714
041	2286	2394	2517	2642	2773
042	2334	2446	2574	2707	2837
043	2388	2505	2633	2763	2905
044	2445	2567	2698	2833	2976
045	2498	2626	2756	2900	3044
046	2552	2691	2816	2965	3116
047	2620	2751	2890	3028	3187
048	2686	2809	2952	3107	3255
049	2741	2877	3022	3174	3332
050	2804	2948	3093	3244	3410
051	2871	3017	3163	3322	3482
052	2938	3080	3240	3398	3570
053	3010	3160	3312	3473	3659
054	3074	3235	3388	3556	3739
055	3150	3301	3469	3645	3830
056	3227	3381	3549	3727	3916
057	3297	3465	3636	3817	4006
058	3376	3544	3718	3907	4108
059	3457	3627	3812	4001	4201
060	3541	3714	3900	4099	4301
061	3622	3801	3995	4198	4398
062	3709	3897	4093	4289	4510
063	3791	3983	4188	4394	4613
064	3886	4077	4277	4503	4723
065	3973	4177	4387	4607	4832
066	4067	4274	4493	4714	4951
067	4170	4378	4597	4830	5062
068	4272	4486	4709	4938	5190
069	4374	4591	4822	5059	5309
070	4479	4706	4937	5188	5448
071	4583	4813	5055	5305	5572
072	4693	4932	5173	5427	5701
073	4804	5047	5302	5565	5843
074	4923	5168	5424	5698	5983
075	5040	5295	5551	5832	6126
076	5161	5417	5694	5977	6275
077	5282	5544	5826	6119	6422
078	5410	5675	5963	6261	6574
079	5536	5816	6104	6409	6733
080	5671	5958	6259	6569	6897
081	5806	6103	6405	6728	7060
082	5957	6248	6564	6892	7233
083	6103	6405	6728	7054	7416
084	6254	6564	6892	7233	7601
085	6407	6728	7054	7416	7789
086	6565	6892	7233	7601	7979
087	6729	7054	7416	7789	8173
088	6896	7233	7601	7979	8379
089	7070	7416	7789	8173	8586
090	7242	7601	7979	8379	8805
091	7422	7789	8173	8586	9018
092	7606	7979	8379	8805	9246
093	7797	8173	8586	9018	9471
094	7982	8379	8805	9246	9708
095	8179	8586	9018	9471	9954
096	8386	8805	9246	9708	10198
097	8592	9018	9471	9954	10447
098	8809	9246	9708	10198	10710
099	9022	9471	9954	10447	10973

**ATTACHMENT D
MISCELLANEOUS EMPLOYEES
EFFECTIVE JULY 12, 2018
2% COLA**

Range	Step A	Step B	Step C	Step D	Step E
039	2226	2334	2455	2577	2704
040	2275	2386	2507	2635	2768
041	2332	2442	2567	2695	2828
042	2381	2495	2625	2761	2894
043	2436	2555	2686	2818	2963
044	2494	2618	2752	2890	3036
045	2548	2679	2811	2958	3105
046	2603	2745	2872	3024	3178
047	2672	2806	2948	3089	3251
048	2740	2865	3011	3169	3320
049	2796	2935	3082	3237	3399
050	2860	3007	3155	3309	3478
051	2928	3077	3226	3388	3552
052	2997	3142	3305	3466	3641
053	3070	3223	3378	3542	3732
054	3135	3300	3456	3627	3814
055	3213	3367	3538	3718	3907
056	3292	3449	3620	3802	3994
057	3363	3534	3709	3893	4086
058	3444	3615	3792	3985	4190
059	3526	3700	3888	4081	4285
060	3612	3788	3978	4181	4387
061	3694	3877	4075	4282	4486
062	3783	3975	4175	4375	4600
063	3867	4063	4272	4482	4705
064	3964	4159	4363	4593	4817
065	4052	4261	4475	4699	4929
066	4148	4359	4583	4808	5050
067	4253	4466	4689	4927	5163
068	4357	4576	4803	5037	5294
069	4461	4683	4918	5160	5415
070	4569	4800	5036	5292	5557
071	4675	4909	5156	5411	5683
072	4787	5031	5276	5536	5815
073	4900	5148	5408	5676	5960
074	5021	5271	5532	5812	6103
075	5141	5401	5662	5949	6249
076	5264	5525	5808	6097	6400
077	5388	5655	5943	6241	6550
078	5518	5788	6082	6386	6705
079	5647	5932	6226	6537	6868
080	5784	6077	6384	6700	7035
081	5922	6225	6533	6863	7201
082	6076	6373	6695	7030	7378
083	6225	6533	6863	7195	7564
084	6379	6695	7030	7378	7753
085	6535	6863	7195	7564	7945
086	6696	7030	7378	7753	8139
087	6864	7195	7564	7945	8336
088	7034	7378	7753	8139	8547
089	7211	7564	7945	8336	8758
090	7387	7753	8139	8547	8981
091	7570	7945	8336	8758	9198
092	7758	8139	8547	8981	9431
093	7953	8336	8758	9198	9660
094	8142	8547	8981	9431	9902
095	8343	8758	9198	9660	10153
096	8554	8981	9431	9902	10402
097	8764	9198	9660	10153	10656
098	8985	9431	9902	10402	10924
099	9202	9660	10153	10656	11192

ATTACHMENT D
PART TIME EMPLOYEES - EIGHT HOUR
EFFECTIVE SEPTEMBER 21, 2017
(Retro Back to 10/6/16 1% COLA and 7/13/17 1% COLA)

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.69	12.28	12.90	13.52	14.20
040PT	11.96	12.54	13.18	13.84	14.54
041PT	12.26	12.84	13.50	14.17	14.86
042PT	12.50	13.10	13.80	14.49	15.21
043PT	12.80	13.43	14.11	14.82	15.57
044PT	13.10	13.77	14.45	15.19	15.95
045PT	13.39	14.08	14.77	15.54	16.32
046PT	13.69	14.41	15.08	15.89	16.69
047PT	14.04	14.74	15.48	16.24	17.08
048PT	14.05	15.06	15.81	16.63	17.45
049PT	14.68	15.42	16.19	17.01	17.85
050PT	15.05	15.79	16.59	17.39	18.27
051PT	15.39	16.15	16.96	17.81	18.67
052PT	15.74	16.52	17.36	18.21	19.13
053PT	16.12	16.94	17.76	18.62	19.62
054PT	16.48	17.33	18.15	19.06	20.04
055PT	16.88	17.70	18.60	19.54	20.52
056PT	17.28	18.14	19.02	19.96	21.00
057PT	17.67	18.57	19.47	20.45	21.47
058PT	18.10	19.00	19.93	20.95	22.01
059PT	18.52	19.43	20.42	21.45	22.51
060PT	18.98	19.91	20.90	21.96	23.04
061PT	19.41	20.37	21.42	22.49	23.58
062PT	19.88	20.88	21.91	23.00	24.18
063PT	20.32	21.34	22.45	23.56	24.71
064PT	20.83	21.85	22.93	24.13	25.31
065PT	21.29	22.40	23.51	24.68	25.89
066PT	21.80	22.91	24.08	25.26	26.54
067PT	22.35	23.46	24.63	25.88	27.14
068PT	22.90	24.04	25.23	26.47	27.82
069PT	23.44	24.60	25.84	27.13	28.45
070PT	24.00	25.22	26.46	27.80	29.17
071PT	24.55	25.79	27.11	28.44	29.85
072PT	25.15	26.44	27.73	29.09	30.56
073PT	25.75	27.06	28.42	29.81	31.31
074PT	26.37	27.70	29.07	30.54	32.05
075PT	27.00	28.39	29.75	31.24	32.83
076PT	27.65	29.04	30.52	32.02	33.63
077PT	28.30	29.72	31.22	32.79	34.41
078PT	28.98	30.41	31.96	33.57	35.24
079PT	29.68	31.17	32.72	34.35	36.09
080PT	30.38	31.92	33.56	35.20	36.96
081PT	31.13	32.71	34.34	36.05	37.83
082PT	31.92	33.48	35.18	36.94	38.76
083PT	32.71	34.34	36.05	37.80	39.74
084PT	33.52	35.18	36.94	38.76	40.74
085PT	34.34	36.05	37.80	39.74	41.74
086PT	35.19	36.94	38.76	40.74	42.77
087PT	36.06	37.80	39.74	41.74	43.81
088PT	36.96	38.76	40.74	42.77	44.91
089PT	37.89	39.74	41.74	43.81	46.01
090PT	38.81	40.74	42.77	44.91	47.19
091PT	39.78	41.74	43.81	46.01	48.33
092PT	40.76	42.77	44.91	47.19	49.55
093PT	41.79	43.81	46.01	48.33	50.76
094PT	42.79	44.91	47.19	49.55	52.03
095PT	43.84	46.01	48.33	50.76	53.34
096PT	44.94	47.19	49.55	52.03	54.66
097PT	46.05	48.33	50.76	53.34	55.99
098PT	47.21	49.55	52.03	54.66	57.40
099PT	48.36	50.76	53.34	55.99	58.80

ATTACHMENT D
PART TIME EMPLOYEES - EIGHT HOUR
EFFECTIVE JULY 12, 2018
2% COLA

Range	Step A	Step B	Step C	Step D	Step E
039PT	11.93	12.52	13.16	13.80	14.48
040PT	12.20	12.79	13.44	14.11	14.83
041PT	12.51	13.10	13.77	14.45	15.16
042PT	12.75	13.37	14.08	14.78	15.52
043PT	13.06	13.70	14.39	15.12	15.88
044PT	13.36	14.04	14.74	15.50	16.27
045PT	13.66	14.36	15.07	15.85	16.65
046PT	13.96	14.70	15.38	16.21	17.02
047PT	14.32	15.03	15.79	16.57	17.42
048PT	14.33	15.36	16.13	16.97	17.80
049PT	14.97	15.73	16.51	17.35	18.21
050PT	15.35	16.11	16.92	17.73	18.63
051PT	15.69	16.47	17.30	18.16	19.04
052PT	16.06	16.85	17.71	18.58	19.51
053PT	16.44	17.28	18.11	18.99	20.01
054PT	16.81	17.68	18.51	19.44	20.44
055PT	17.22	18.06	18.97	19.93	20.93
056PT	17.63	18.50	19.40	20.36	21.42
057PT	18.03	18.94	19.86	20.85	21.90
058PT	18.46	19.38	20.33	21.37	22.45
059PT	18.89	19.82	20.83	21.87	22.96
060PT	19.36	20.31	21.32	22.39	23.51
061PT	19.80	20.78	21.85	22.94	24.05
062PT	20.28	21.30	22.35	23.46	24.66
063PT	20.73	21.77	22.89	24.03	25.21
064PT	21.24	22.29	23.39	24.61	25.82
065PT	21.72	22.84	23.98	25.17	26.41
066PT	22.23	23.37	24.56	25.77	27.07
067PT	22.80	23.93	25.12	26.40	27.68
068PT	23.36	24.53	25.73	27.00	28.37
069PT	23.91	25.09	26.35	27.67	29.02
070PT	24.48	25.72	26.99	28.36	29.76
071PT	25.05	26.30	27.65	29.00	30.45
072PT	25.66	26.97	28.28	29.67	31.17
073PT	26.27	27.60	28.99	30.41	31.94
074PT	26.90	28.25	29.65	31.15	32.70
075PT	27.54	28.95	30.35	31.87	33.49
076PT	28.20	29.62	31.13	32.66	34.31
077PT	28.87	30.32	31.84	33.44	35.10
078PT	29.56	31.02	32.60	34.24	35.94
079PT	30.28	31.79	33.37	35.04	36.81
080PT	30.99	32.56	34.23	35.91	37.70
081PT	31.75	33.36	35.02	36.77	38.59
082PT	32.55	34.15	35.89	37.68	39.54
083PT	33.36	35.02	36.77	38.55	40.54
084PT	34.19	35.89	37.68	39.54	41.56
085PT	35.03	36.77	38.55	40.54	42.57
086PT	35.89	37.68	39.54	41.56	43.62
087PT	36.78	38.55	40.54	42.57	44.68
088PT	37.69	39.54	41.56	43.62	45.81
089PT	38.65	40.54	42.57	44.68	46.93
090PT	39.59	41.56	43.62	45.81	48.13
091PT	40.57	42.57	44.68	46.93	49.30
092PT	41.58	43.62	45.81	48.13	50.54
093PT	42.62	44.68	46.93	49.30	51.77
094PT	43.64	45.81	48.13	50.54	53.07
095PT	44.71	46.93	49.30	51.77	54.41
096PT	45.84	48.13	50.54	53.07	55.75
097PT	46.97	49.30	51.77	54.41	57.11
098PT	48.16	50.54	53.07	55.75	58.54
099PT	49.32	51.77	54.41	57.11	59.98

ATTACHMENT D
PART TIME EMPLOYEES - SEVEN HOUR
EFFECTIVE SEPTEMBER 21, 2017
(Retro Back to 10/6/16 COLA 1% and 7/13/17 1% COLA)

Range	Step A	Step B	Step C	Step D	Step E
042P7	14.29	14.98	15.77	16.56	17.39
044P7	14.97	15.73	16.51	17.36	18.23
050P7	17.37	18.24	19.15	20.11	21.12
051P7	17.58	18.46	19.38	20.35	21.33

ATTACHMENT D
PART TIME EMPLOYEES - SEVEN HOUR
EFFECTIVE JULY 12, 2018
2% COLA

Range	Step A	Step B	Step C	Step D	Step E
042P7	14.58	15.28	16.09	16.89	17.73
044P7	15.27	16.05	16.84	17.71	18.59
050P7	17.72	18.61	19.54	20.51	21.54
051P7	17.94	18.83	19.77	20.76	21.76

ATTACHMENT E

EMPLOYEE TRAINING, CONTINUING EDUCATION, AND TUITION ASSISTANCE PROGRAM POLICY

STATEMENT OF POLICY

It is the policy of the County of Inyo to encourage training, self-improvement and personal development programs for employees which includes three (3) general categories: on-the-job training; continuing education, and tuition assistance programs. In its discretion, the County may provide limited financial assistance in the form of tuition assistance loans for a given employee's participation in an education program.

ON-THE-JOB TRAINING

Responsibility for developing and assigning on-the-job training programs for employees shall be assumed jointly by the Department Head, Personnel staff, and the employee's supervisor. Such training may include demonstration, assignments of reading matter, lecture courses; seminars, conferences, and/or training courses inside and outside the workplace, or such other devices as may be available for the purpose of improving the effectiveness in broadening the knowledge of employees in the performance of their respective duties. All on-the-job training shall be assigned or otherwise approved in advance by the County and the cost of on-the-job training will be paid by the County.

CONTINUING EDUCATION

Employees who, as a job requirement of their current employment, must utilize certifications or licenses which require renewal or continuing education will have the cost of doing so paid by the County. The time associated with participating in the continuing education program will count as time worked. The continuing education program, course, or class required to renew certificate or license, and associated use of time and travel expense, must be approved in advance by the County, and are expected to be planned in advance of the deadline for acquiring them, and achieved using the most cost-effective means available. The County will not provide reimbursement for continuing education activities and associated costs not approved in advance by the County. Nothing in this policy shall be construed as limiting an employee's ability to select and attend a continuing education program, certificate, license renewal course, or class of his or her choice, at their expense and on their time.

TUITION ASSISTANCE

Personal and professional development of employees can be beneficial to both employees and the County. In this regard, the County understands that some employees on their own initiative and on their own time (outside of work), may wish to voluntarily pursue advanced education programs leading to college degrees, certificates, or professional licenses. Although pursuit of such education programs is not mandated by the County for employees, the County recognizes that an employee's attainment of a degree, certificate, or professional license that is not a job requirement for their current employment may be a benefit to the County. As such, in accordance with

eligibility criteria described below and subject to available funding, the County may provide limited financial assistance to employees in the form of tuition assistance loans that may be satisfied over time through continued County employment.

ELIGIBILITY FOR TUITION ASSISTANCE

To be considered for the Tuition Assistance Program, an individual must be a full-time employee and have received a performance evaluation of “Meet Standards”, “Exceeds Standards”, or “Exemplary” during the most recent rating period. Probationary employees are generally not eligible to be considered for tuition assistance except in the case of probation due to promotional reclassification. The County Administrator/Personnel Director may make exceptions, in his/her sole discretion based upon the potential benefit to the County, for newly hired employees who are already participating in an advanced education program.

In addition, the advanced education program or course(s) must be employment related, a benefit to the County, and be provided through an accredited educational institution. Conferences, conventions, seminars, workshops, short courses, etc. are not eligible for Tuition Assistance Program. Attendance at these types of events will typically be handled at the department level. Programs in specific courses of study that do not result in a degree or certificate may be pursued on a case-by-case basis through on-the-job training.

The advanced education program or course(s) must be pursued on the employee’s personal time and shall not interfere with the employee’s normal workday, and is not considered compensable time. Any scheduling impacts with the employee’s job related duties and responsibilities must have prior approval from the employee’s supervisor or Department Head, and utilize compensatory time off (or accrued leave other than sick leave) or a flexed work schedule.

APPLICATION PROCESS AND ASSISTANCE PLAN

1. PRE-APPROVAL REQUIREMENT

To participate in the Tuition Assistance Program, an employee must be accepted into the course of study for which he/she is seeking tuition assistance, complete an application provided by the Personnel Office, and submit the completed and signed application to the Department Head. The Department Head reviews the application, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee’s current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head may consult with the County Administrator/Personnel Director regarding County needs, if necessary.

Regardless of his or her recommendation, the Department Head must forward the employee’s completed application for the Tuition Assistance Program to the County Administrator/Personnel Director who, in his or her sole discretion, will determine the employee’s eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee’s participation in the Tuition Reimbursement Program and the associated level of reimbursement based on available funding in the selected course of study.

If an employee is pursuing a degree program, the entire course of study must be submitted as part of the application. Only those courses within the degree program that are employment related, as determined by the County Administrator /Personnel Director, are eligible to be considered for assistance. Required versus elective courses will be taken into account in this evaluation. Advanced degrees beyond the Masters level are not eligible for this program.

2. **CRITERIA**

a. Employment Related

Eligibility for tuition assistance will be primarily based on the relevance for the employee's duties and responsibilities at the County, in the context of how the course of study will improve the employee's knowledge or skills as it relates to his/her current position, or to prepare him/her for a higher position within the organization. Course electives which are part of the degree program curriculum, and are chosen by the employee, and are relevant to the employee's current duties and responsibilities and/or professional development as a County employee, may be considered for assistance. The final decision on eligibility for assistance and acceptance into the program will be made by the County Administrator/Personnel Director in his/her sole discretion.

b. Assistance (Loan Agreement)

Once accepted in the Tuition Assistance Program, an employee will be eligible to enter into a tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. Among other things, the agreement will provide for the County to loan the employee money toward agreed-upon tuition expenses up to a maximum dollar amount specified in the agreement and within the maximum rates/schedule specified by this Policy. Among other things, the agreement will specify the interest rate applicable to the loan, the term for repayment, and the minimum monthly payments which shall be forgiven under the terms of the agreement for each month that the employee remains employed with County, beginning with the first month thereafter the employee draws upon the loan as described below. The employee will be permitted to draw down funding from the authorized loan amount over time toward approved tuition expenses after submission of satisfactory evidence that the course work associated with the tuition has been successfully completed with at least a grade of C, and provided that the employee has a minimum 2.0 GPA, at an accredited educational institution. Grades are determined by the educational institution. Subject to the maximum rate/schedule set forth in this Policy (see below) and the maximum dollar amounts of individual loan agreements, loan funds can potentially cover up to one hundred percent (100%) of tuition, however, no loan funds will be made available for any course which the employee has not received a minimum C grade (i.e. not C minus or lower). Additionally, the classes taken on an audit basis are not eligible for tuition assistance.

c. Assistance Rate/Schedule

1. *Link to State University Fee*- The maximum amount of loan agreement funds that will be made available for tuition will be set at the highest cost per unit at inland California State University campuses within the Southern California area. Currently, these campuses include: Bakersfield, Dominguez Hills, Fresno, Fullerton, Los Angeles, Northridge, Pomona and San Bernardino. The Personnel Office will monitor the State University fee annually to ensure that the assistance rate is current in determining the per unit cost of tuition, the tuition cost for up to six units will be divided into the total cost (for example, the FY 2016-2017 Tuition is \$3,174 for up to six units, the per unit cost is \$529 per unit.)

2. *Subject to Available Funding* - Tuition Assistance Program funding will be limited to the Program budget approved by the Inyo County Board of Supervisors as part of the annual County Budget process. Generally, dollars budgeted for each fiscal year will be available on a first-come, first-served basis, with existing tuition loan agreements being prioritized for funding over new applications. In accordance with the terms and conditions specified in the tuition loan agreement, the County will determine the amount of budgeted funds available in a given fiscal year for the employee to draw against for approved tuition expenses, and will earmark (reserve) a portion of the budgeted funds for that purpose.

3. *Grants/Scholarships* - If an employee receives assistance for approved educational classes/programs under the Veterans Administration, other federal/state student aid programs or public grants/scholarships, only the difference, if any, between such assistance and the cost the employee actually incurs, subject to the criteria established for maximum reimbursement, will be eligible for County assistance under this Policy.

4. *Use of Funds* - The purpose of the Tuition Assistance Program is to fund a portion of the cost of tuition for an approved course of study at an accredited institution. However, to the extent that the County Tuition Assistance Program funds are drawn down upon the completion of an approved course of study or discrete class, with a qualifying grade, and in accordance with the approved program application, the maximum rate/schedule specified by this Policy, and the tuition loan agreement, the employee may, in his/her sole discretion, apply funds to the cost of books, materials, supplies, fees for entrance to a university program, or similar expenses.

STEPS FOR PARTICIPATING IN TUITION ASSISTANCE PROGRAM

1. Employee completes a County provided Tuition Assistance Program application and submits it to the Department Head for review. The employee must submit the application to participate in the Tuition Assistance Program for review at least sixty (60) days prior to the beginning of the course of study, but no sooner than the first day of April preceding the fiscal year for which application is being made to the Tuition Assistance Program. As provided for in the Tuition Assistance Program application, the employee must provide a detailed explanation of the course(s) and how the degree and/or course(s) related to the employee's professional development benefit the County of Inyo.

2. The Department Head reviews a signed application for completeness, and provides a recommendation for approval or denial based on whether the employee meets the eligibility requirements, and if the Department Head believes the proposed course of study is relevant to the employee's current job or professional development, or will otherwise benefit or meet the needs of the County. The Department Head will consult with the County Administrator/Personnel Director regarding County needs, if necessary. Regardless of his or her recommendation, the Department Head forwards the signed and completed application to the County Administrator/Personnel Office for review and consideration.

3. Upon receiving complete applications, including the Department Head's recommendation, the County Administrator/Personnel Office will consider applications on a first-come first-served basis and, in his or her sole discretion will determine the employee's eligibility to participate in the Program in accordance with the criteria outlined in this Policy and his/her understanding of the needs of the County; and, if eligible, approves the employee's participation in the Tuition

Reimbursement Program and the associated level of reimbursement based on available funding and selected course of study.

4. Approval or modified approvals of applications for participation in the Tuition Assistance Program will be conditioned on budget availability, and final approval may not be made until adoption of the Final County Budget for the fiscal year in which application to the Tuition Assistance Program is made. Funding will be allocated in the order in which approved or modified applications were received. However, in the event that the number of applications received exceeds the available funding if all were fully funded, funding may be based on those applications that are deemed to provide the greatest potential benefit to the County and may be funded on a limited term basis (e.g. a semester as opposed to a degree program.) Employees already enrolled in an approved degree program in the prior year's Tuition Assistance Program, which maintain a 2.0 or higher GPA will be given top priority for continued funding (based on seniority in the Tuition Assistance Program) if their application is received by April 1 preceding the fiscal year for which application for continued participation in the Tuition Assistance Program is made.

5. Once accepted in the Tuition Assistance Program, the employee will be eligible to enter into the tuition loan agreement (promissory note) with the County on terms and conditions specified in the agreement, which will be approved as to form by County Counsel. See the discussion above under "application process."

6. Upon successful completion of a course that has been approved for tuition assistance under the Program and pursuant to their tuition loan agreement, the employee forwards a copy of their official grade reports, and original tuition receipts to the Personnel Office with a request to draw down their loan. The employee must submit, with each grade report, a separate tuition assistance (loan) approval/acceptance form per semester, trimester or quarter.

7. Request to draw against the loan amount specified in an employee's tuition loan agreement for an approved course must be submitted by the employee within three (3) months after completion of the course(s), but not later than the 31st day of July following the fiscal year in which the course was successfully completed. Request to draw against the loan amount specified in the employee's tuition loan agreement which are submitted after the three (3) month specified deadline, or after July 31st, whichever is less, will not be considered or approved by the Personnel Office.

JOHN H. DOE
Anniversary



08/01/2016 - 07/31/2017

COUNTY OF INYO PERFORMANCE EVALUATION

General Information

Employee:	JOHN H. DOE
Position:	OFFICE TECHNICIAN I
Department:	ASSESSOR
Supervisor:	Jane M. Smith
Type of Review:	Anniversary
Review Period:	08/01/2016 to 07/31/2017

Rating Information

Overall Rating:	3.64	Exceeds Standards
Section I Rating:	3.67	Exceeds Standards
Section II Rating:	3.46	Meets Standards
Section III Rating:	3.80	Exceeds Standards

4.50+	Exemplary
3.50 - 4.49	Exceeds Standards
2.50 - 3.49	Meets Standards
Less than 2.50	Does Not Meet Standards

Leave Report

Leave report for **JOHN H. DOE** from **8/11/2016** to **5/31/2017**.

Employee type FTNE, 8 hours per day, 40 hours per week.

Total time off was **103.00** hours (**38.18% less** than the ICEA average of 166.62).

(Totals are based on the data in the table below. Some types of overtime/leave may not have been included.)

Type	ICEA Avg Used	Employee Used	Employee Earned	Ending Balance
Vacation	74.24	18.00 (-75.75%)	64.62	87.00
Sick	59.12	46.50 (-21.35%)	96.92	93.50
Flex	26.14	38.50 (+47.28%)	0.00	0.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

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

FROM: *Kathe Barton-Takem*
~~Marvin Meskowitz~~, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **September 12, 2017**

SUBJECT: Water Laboratory Supplies Purchase

DEPARTMENTAL RECOMMENDATION:

1. Request the Board declare IDEXX Laboratories, Inc. as the sole source provider of certain water laboratory supplies for the period of July 1, 2017 through June 30, 2018, AND
2. Approve the purchase of water testing supplies by the Department from IDEXX Laboratories, Inc. by use of a blanket purchase order not to exceed \$17,000.00 for the period of July 1, 2017 through June 30, 2018 and contingent upon the adoption of the 2017/2018 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

IDEXX Laboratories, Inc. is the sole distributor of the "Colilert" reagent and other laboratory supplies utilized in the enzyme substrate method of determining total and escheria coliform bacteria content in water. All water testing conducted in our lab is done via the enzyme substrate method. Laboratory procedures must adhere to the Standard Operating Procedures Manual, which specifies the utilization of the Colilert reagent for the enzyme substrate analyses. The lab is certified by the State of California every two years and must adhere strictly to the Standard Operating Procedures Manual in order to maintain certification.

Revenue from the water lab exceeds \$100,000 annually. This revenue is credited to the Environmental Health Services budget, which in turn provides adequate funding to operate the lab. This is an annual request presented to your Board.

ALTERNATIVES:

As stated above, IDEXX is the sole source of these products. Utilization of a different product would jeopardize continued State certification of the lab, which would result in a dramatic drop in revenues, and the discontinuation of a valuable service to the community.

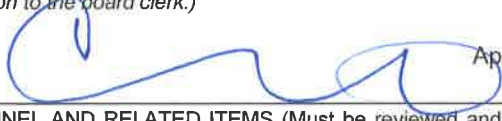
Discontinuation of the enzyme substrate method would require substitute analytical methods including multiple tube fermentation and/or heterotrophic plate counts. These methods are much more costly, have longer turnaround times and are much more labor intensive.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The laboratory supplies order will be paid through the Environmental Health Services budget (045400-5201 Medical and Prenatal Lab Supplies) and this amount has been included in our Fiscal Year 2017/2018 budget request.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/31/2017</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)

Kathe Barton by Sheri Aust Date: 8/31/17

August 29, 2017

Dear Sir or Madam,

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the **sole supplier** of the following products to the Water Market:

Product	Sole Manufacturer	Sole Supplier in US Water Testing Market
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
Pseudalert* reagent	Yes	Yes
Legiolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer 2X	Yes	Yes
Quanti-Tray* Sealer PLUS	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
HPC for Quanti-Tray* reagent	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please contact me at 1-800-321-0207 ext. 68846

Sincerely,
Nicole Parkinson

*Colilert, Colilert-18, Colisure, Enterolert, Pseudalert, Legiolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.



QUOTE 47364

Number / Date
20168503 / April/21/2017

Ship to Address

INYO COUNTY ENVIRON. HEALTH DE
ATTN: WATER LAB, FIRST FLOOR
168 NORTH EDWARDS ST
INDEPENDENCE CA 93526
UNITED STATES
UNITED STATES

Sold to Address

INYO COUNTY ENVIRONMENTAL HEALTH
PO Box 427
INDEPENDENCE CA 93526-0427
UNITED STATES
UNITED STATES

Bill-to Customer 22432

Net weight : 13.668

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-12973-00 3822005090/US	WP200I GAMMA IRRAD COLILE		1	653.00	653.00
98-09221-00 3926909910/US	WV120SBST-200,VESSELS W/S		1	110.00	110.00
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DI		1	150.00	150.00
98-21378-00 3926909910/US	WQT100 QUANTI-TRAY DISPOS		1	110.00	110.00
98-09227-00 3822005090/US	WQT2KC, PRE-DISP.QT 2000		1	24.80	24.80
98-11682-00 3822005090/US	WP104 COLI P/A COMPARATOR		1	12.99	12.99
98-20748-01 3822005090/US	UN3373-WKIT 1001, QUANTI-		1	208.99	208.99
Items total					1,269.78
Freight Value					67.96
Tax total					98.41
Total amount					USD 1,436.15
					=====

All local taxes at customer charge



PLACEHOLDER REQUEST

AGENDA REQUEST FORM BOARD OF SUPERVISORS COUNTY OF INYO

For Clerk's Use Only:

7

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: SEPTEMBER 12, 2017

SUBJECT: Approval of the Data Privacy and Security Agreement

DEPARTMENTAL RECOMMENDATION:

Request that your Board approve the Data Privacy and Security Agreement (PSA) between the California Department of Social Services (CDSS) and the Inyo County Department of Health and Human Services (HHS) for the period of April 12, 2017 – October 1, 2019, and authorize the Interim Director of Health and Human Services to sign and submit as instructed.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In October 2014, the California Department of Social Services (CDSS) entered into an Information Exchange Agreement with the federal Social Security Administration (SSA) and in May, 2016 CDSS entered into a Computer Matching and Privacy Protection Act Agreement with SSA that limits access to SSA data to only authorized employees who need it to perform their official duties. The agreement also contains security procedures relating to the protection of Personally Identifiable Information (PII).

The CDSS is charged with ensuring that its contractors, including all California counties, comply with the requirements of the federal SSA agreement. The Privacy and Security agreement ensures that counties agree to comply with all security and privacy requirements.

HHS strives to meet all privacy and security requirements related to the administration of the Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) programs. The HHS and Information Services Departments are working to assess compliance with the updated privacy and security rules, and will mitigate any security gaps discovered.

ALTERNATIVES:

The Board could choose not to approve the agreement. Failure to enter into the agreement could result in the Social Security Administration (SSA) revoking access to SSA information that HHS needs to make Medi-Cal Eligibility determinations, as well as determination of eligibility for other public assistance programs.

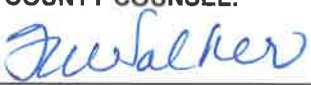

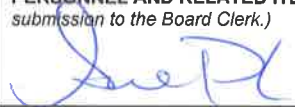

OTHER AGENCY INVOLVEMENT:

Information Services, Personnel

FINANCING:

No funding is associated with this agreement.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>YES</u> Date: <u>3/28/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>8/18/2017</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>4/5/17</u>
INFORMATION SERVICES DIRECTOR:	INFORMATION TECHNOLOGY AND RELATED ITEMS (Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>7/17/17</u>

DEPARTMENT HEAD SIGNATURE:  Date: 8/21/17
(Not to be signed until all approvals are received)

PRIVACY AND SECURITY AGREEMENT

BETWEEN

**the California Department of Social Services and the
County of Inyo, Department of HHS**

PREAMBLE

The California Department of Social Services (CDSS) and the County of Inyo, Department of HHS (County Department) enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following twelve (12) programs; please check the applicable box(s) for your County Department:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR);
- Refugee Cash Assistance (RCA); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data for the purpose of determining eligibility for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

The County Department in its administration of the social services programs utilizes SSA and MEDS data in conjunction with other system data, for eligibility determinations.

This Agreement covers the County of Inyo, Department of HHS and its staff (county staff), who access, use, or disclose PII covered by this Agreement, to assist in the administration of programs.

DEFINITIONS

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

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County staff"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information that is obtained through the MEDS or IEVS on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.

6. **"Secure Areas"** means any area where:
 - a. County staff assist in the administration of their program;
 - b. County staff use or disclose PII; or
 - c. PII is stored in paper or electronic format.

MEMORANDUM OF UNDERSTANDING

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

I. PRIVACY AND CONFIDENTIALITY

- A. The County Department staff covered by this Agreement (county staff) may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq and Welfare and Institutions Code section 10850 (**County Department please insert alternative statute that authorizes the use of data if 10850 is inapplicable**) or as authorized or required by law. Disclosures, which are authorized or required by law, such as a court order, or are made with the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by CDSS. No county staff shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, county staff may only use PII to perform administrative functions related to administering their respective programs.
- C. Access to PII shall be restricted to county staff who need to perform their official duties to assist in the administration of their respective programs.
- D. County staff who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

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

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by county staff, including, but not limited to:
 1. Provide initial privacy and security awareness training to each new county staff within thirty (30) days of employment and;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all county staff. Three (3) or more security reminders per year are recommended;
3. Maintain records indicating each county staff's name and the date on which the privacy and security awareness training was completed;
4. Retain training records for a period of three (3) years after completion of the training.

B. *Employee Discipline.*

1. Provide documented sanction policies and procedures for county staff who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

C. *Confidentiality Statement.* Ensure that all county staff sign a confidentiality statement. The statement shall be signed by county staff prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years.

The statement shall include at a minimum:

1. General Use;
2. Security and Privacy Safeguards;
3. Unacceptable Use; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a county staff before they may access PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.
3. The County Department shall retain each county staff's background screening documentation for a period of three (3) years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County Department shall perform the following:

- A. Conduct periodic privacy and security reviews of work activity by county staff, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- B. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Assign county staff to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department facilities where county staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1. Properly coded key cards
 - 2. Authorized door keys
 - 3. Official identification
- C. Issue identification badges to county staff.
- D. Require county staff to wear these badges where PII is used, disclosed, or stored.

- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized county staff. Visitors to the data center area must be escorted at all times by authorized county staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department shall have policies that include, based on applicable risk factors, a description of the circumstances under which the county staff can transport PII, as well as the physical security requirements during transport. A County Department that chooses to permit its county staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- J. The County Department shall have policies that indicate county staff are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- K. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

VI. TECHNICAL SECURITY CONTROLS

- A. ***Workstation/Laptop Encryption.*** All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
1. All users must be issued a unique user name for accessing PII.
 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 3. Passwords are not to be shared.

4. Passwords must be at least eight (8) characters.
 5. Passwords must be a non-dictionary word.
 6. Passwords must not be stored in readable format on the computer or server.
 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 8. Passwords must be changed if revealed or compromised.
 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!,@,#, etc.)
- H. **User Access.** In conjunction with CDSS and DHCS, County Department management should exercise control and oversight over the authorization of individual user access to SSA data, MEDS, IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- K. **Warning Banners.** The systems providing access to PII must display a warning banner stating, at a minimum:
1. Data is confidential;
 2. Systems are logged;
 3. System use is for business purposes only, by authorized users; and
 4. Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.

2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 3. If PII is stored in a database, database logging functionality shall be enabled.
 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- M. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- N. **Transmission Encryption.**
1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- O. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

VII. AUDIT CONTROLS

A. **System Security Review.**

1. The County Department must ensure audit control mechanisms are in place.
2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

- B. **Log Reviews.** All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. **Anomalies.** When the County Department or DHCS suspects MEDS usage anomalies, the County Department will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

VIII. **BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- A. **Emergency Mode Operation Plan.** The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. It is recommended that County Department conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS and CDSS, if requested.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. **Data Backup and Recovery Plan.**
 1. The County Department shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 3. The procedures shall include storing backups offsite.
 4. The procedures shall ensure an inventory of backup media.
 5. The County Department shall have established documented procedures to recover PII data.
 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
 7. It is recommended that the County Department periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. ***Supervision of Data.*** The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County Department shall have policies that include, based on applicable risk factors, a description of the circumstances under which the county staff can transport PII, as well as the physical security requirements during transport. A County Department that chooses to permit its county staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. ***Public Modes of Transportation.*** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. ***Escorting Visitors.*** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. ***Confidential Destruction.*** PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. ***Removal of Data.*** The PII must not be removed from the premises of County Department except for identified routine business purposes or with express written permission of CDSS.
- G. ***Faxing.***
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. ***Mailing.***
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the County Department obtains prior written permission from CDSS to use another method.

X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

A. *Initial Notice to DHCS:*

The County Department will provide initial notice to DHCS with a copy to CDSS. The DHCS is acting on behalf of CDSS, for purposes of receiving reports of privacy and information security incidents and breaches. The County Department agrees to perform the following incident reporting to DHCS.

Immediately upon discovery of a suspected security incident that involves data provided to DHCS by the SSA, the County Department shall notify DHCS by email or telephone.

Within one working day of discovery, the County Department shall notify DHCS by email or telephone of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notice shall be made using the "DHCS Privacy Incident Report" (PIR) form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, select "Privacy & HIPAA" and then "County Use") or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>. Initial, Investigation, and Completed PIRs are submitted to the DHCS Privacy Office and the DHCS Information Security Office. When using this form to report PII incidents, the County Department shall also include in the report the system(s) and program(s) involved as known at the time of reporting.

A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Privacy Office and the DHCS Information Security Office.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- B. **Investigation and Investigative Report.** The County Department shall immediately investigate breaches and security incidents involving PII, and, if the initial PIR did not include all of the information marked with an asterisk, or if new or updated information is available, submit an updated PIR **within seventy-two (72) hours of the discovery**. The updated PIR shall include all of the information marked with an asterisk, and all other applicable information listed on the form, to the extent known at that time.
- C. **Complete Report.** If all of the required information was not included in either the initial report, or the investigation report, then a separate complete report must be submitted **within ten (10) working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of SSA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Health Insurance Portability and Accountability Act (HIPAA) regulations, and/or state law. The report shall also include a full, detailed corrective action plan (CAP), including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDSS or DHCS requests information in addition to that listed on the PIR, the County Department shall make reasonable efforts to provide such information. The DHCS will review the County Department's determination of whether a breach occurred, whether individual notifications are required, and the CAP, and will make recommendations to CDSS. The CDSS will make the final breach and CAP determinations. If necessary, an updated PIR may be used to submit revised or additional information after the Completed Report is submitted.
- D. **Notification of Individuals.** When applicable state or federal law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days. The CDSS shall review the time, manner and content of any such notifications; CDSS may elect to assign responsibility for such notification to the County Department. In the event CDSS assigns notification responsibility to the County Department, CDSS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications. If there is any question as to whether CDSS or the County Department is responsible for the breach, CDSS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.

- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **CDSS and DHCS Contact Information.** To direct communications to the above referenced CDSS and DHCS staff, the County Department shall initiate contact as indicated herein. The CDSS and DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Agreement to which it is incorporated.

CDSS Information Security & Privacy Office	DHCS Privacy Office
California Department of Social Services Information Security & Privacy Office 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413 Email: iso@dss.ca.gov Telephone: (916) 651-5558	DHCS Privacy Office Office of HIPAA Compliance MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 or (866) 866-0602

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and CDSS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated in to this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections:

- Section E, Security Procedures;
- Section F, Contractor/Agent Responsibilities;
- Section G, Safeguarding and Reporting Responsibilities for PII; and
- Attachment 4, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR).

If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, as soon as reasonably possible after receipt, CDSS will supply copies to the County Welfare Directors Association (CWDA). CDSS will also propose a target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the counties, along with the compliance date expected by SSA. If a County Department is not able to meet the SSA compliance date, it must submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is appended and hereby incorporated into this Agreement (Exhibit B). If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the CDSS proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS will supply copies of the changed agreement to the CWDA and the County Department, along with the compliance date expected by DHS-USCIS. If a County Department is not able to meet the DHS-USCIS compliance date, it must submit a CAP to CDSS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

XIII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS

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

XIV. ASSESSMENTS AND REVIEWS

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

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

XVI. AMENDMENT OF AGREEMENT

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

Each amendment shall be properly identified as Agreement No., Amendment No. (A-1, A-2, A-3, etc.) to identify the applicable changes to this Agreement, and be effective upon execution by the parties.

XVII. TERM OF AGREEMENT

The term of this agreement shall be upon signature and approval of CDSS through October 1, 2019.

XVIII. TERMINATION

- A. This Agreement shall terminate on October 1, 2019, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement through a formal amendment. County Department requests for an extension must be justified and approved by CDSS and limited to no more than a six-month extension. Such an extension may, upon County Department request and CDSS approval, be renewed for one additional six-month period. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding upon any of the parties.
- B. ***Survival:*** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the County Department's possession shall continue in effect beyond the termination of the Agreement, and shall continue until the PII is destroyed or returned to CDSS.

XIX. TERMINATION FOR CAUSE

Upon CDSS' knowledge of a material breach or violation of this Agreement by the County Department, CDSS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by CDSS. This Agreement may be terminated immediately by CDSS if the County Department has breached a material term and CDSS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PII in accordance with Section VI, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is destroyed and CDSS receives a certificate of destruction.

XX. SIGNATORIES

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

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

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

_____	_____
(Signature)	(Date)
<u>Marilyn Mann</u>	<u>Interim Director of Inyo HHS</u>
(Name – Print or Type)	(Title – Print or Type)

For the California Department of Social Services,

_____	_____
(Signature)	(Date)
<u>Deborah Pearce</u>	<u>Chief, Contracts & Purchasing Bureau</u>
(Name)	(Title)

EXHIBIT A

These are sensitive documents that are provided separately upon request to the County's Privacy and/or Information Security Officer.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency (5/25/2016)
- Information Exchange Agreement between SSA and CDSS (IEA-F 10/30/2014 and IEA-S 10/30/2014)
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR) (version 7.0, 7/2014)

EXHIBIT B

These are sensitive documents that are provided separately upon request to the County's Privacy and/or Information Security Officer.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS) (12/15/2015)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 8
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: **SEPTEMBER 12, 2017**

SUBJECT: Approval of Agreement 16-6036 a Memorandum of Understanding between the County of Inyo and the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS).

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Agreement 16-6036, a Memorandum of Understanding (MOU) between the County of Inyo, CDSS and DHCS, for the purpose of authorizing County access to the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) database; effective the date the MOU is signed by all parties for the term of one year; authorize the automatic renewal of the MOU upon the expiration of the initial term for successive one-year terms unless terminated by one or more parties; and authorize the Interim Director of Health and Human Services to sign the MOU, the HIPAA Business Associate Addendum and the CDSS Confidentiality and Information Security Requirements – Contractor/Entity and submit as instructed.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Pursuant to the authority granted by California Welfare and Institutions Code (WIC) Section 16121.2 and Sections 16170-16175, California is a member of the Interstate Compact on Adoption and Medical Assistance (ICAMA). The California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS), as the Compact Administrator and Compact Co-Administrator respectively, have entered into a Memorandum of Understanding with the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) for the implementation of a cloud based database. The AAICAMA database replaces the paper ICAMA 700 form and is used to open Medicaid cases between states for adopted special needs children. AAICAMA has contracted with Blue Iron Network for services supporting the AAICAMA database.

This MOU outlines the terms and conditions for CDSS and DHCS to work with the County for the implementation and utilization of the AAICAMA database to permit the transfer of information between states for establishment of medical benefits for children with adoption assistance agreements and for the provision of training and technical assistance for database users.

This MOU also authorizes the County to facilitate the transfer of information between states for establishment of medical benefits for children with adoption assistance agreement through the AAICAMA database. The Department respectfully requests approval to enter the MOU, including subsequent annual renewals and authorize the Interim Director to sign and submit all required documents.

ALTERNATIVES:

The Board could choose not to approve the MOU. Failure to enter into the MOU will result in CDSS and DHCS





revoking access to the AAICAMA database, which may impact the medical benefits for children with adoption assistance agreements.

OTHER AGENCY INVOLVEMENT:

Information Services

FINANCING:

No funding is associated with this agreement.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>YES</u> Date: <u>8/25/17</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>8/28/2017</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>8/20/17</u>
INFORMATION SERVICES DIRECTOR:	INFORMATION TECHNOLOGY AND RELATED ITEMS (Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>8/30/17</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/30/17

**California Department of Social Services
California Department of Health Care Services**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND THE CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES, AS THE COMPACT ADMINISTRATOR AND
COMPACT CO-ADMINISTRATOR
AND
THE COUNTY OF INYO**

I. Background and Purpose

Pursuant to the authority granted by California Welfare and Institutions Code (WIC) Section 16121.2 and Sections 16170-16175, California is a member of the Interstate Compact on Adoption and Medical Assistance (ICAMA). The California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS), as the Compact Administrator and Compact Co-Administrator respectively, have entered into a Memorandum of Understanding with the Association of Administrators of the Interstate Compact on Adoption and Medical Assistance (AAICAMA) for the implementation of a cloud based database (hereinafter "AAICAMA database"). The AAICAMA database replaces the paper ICAMA 700 form and is used to open Medicaid cases between states for adopted special needs children. AAICAMA has contracted with Blue Iron Network for services supporting the AAICAMA database.

The purpose of this Memorandum of Understanding (hereinafter the "MOU") is to outline the terms and conditions for CDSS and DHCS to work with Counties of California for the implementation and utilization of the AAICAMA database to permit the transfer of information between states for establishment of medical benefits for children with adoption assistance agreements and for the provision of training and technical assistance for database users.

This MOU is entered into by the CDSS and DHCS, and the County named above (County), for the purpose of authorizing County access to the AAICAMA database. This MOU authorizes County to facilitate the transfer of information between states for establishment of medical benefits for children with adoption assistance agreements through the AAICAMA database. County agrees to comply with the obligations of this MOU as a condition of access to the AAICAMA database.

II. CDSS and DHCS Responsibilities and Rights

A. The CDSS and DHCS agree to provide the following services:

1. CDSS will coordinate training for all operations and California ICAMA liaisons;
2. CDSS will identify user roles;
3. CDSS will communicate user access changes to AAICAMA; and
4. CDSS and DHCS will report and respond to any security threat or data breach in accordance with approved policies.

B. The CDSS and DHCS have the right as the pass-through entities to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of the AAICAMA database in order to ensure compliance with this MOU.

III. County Responsibilities

- A. County shall maintain any and all information/data provided by the AAICAMA database in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- B. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws.
- C. County certifies that it will order data from the AAICAMA database only when it intends to use the data in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and all state law HIPAA counterparts and the Medi-Cal confidentiality requirements under Welfare and Institutions Code Section 14100.2, as though the data is being used in connection with a determination of the consumer's eligibility for benefits granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, and for no other purpose. Attachment 1, Exhibit A is the required HIPAA Business Associate Addendum to be executed by County and DHCS.
- D. County certifies it will establish safeguards to ensure only Authorized Users can have access to the AAICAMA database. "Authorized User" is defined as a County employee authorized to order or access the AAICAMA database in relation to the performance of their official duties. County shall provide CDSS with a signed ICAMA Database User Policy for each Authorized User.
- E. County shall take all necessary measures to prevent unauthorized ordering of or access to the AAICAMA database by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of the AAICAMA database to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- F. County agrees to indemnify, defend, and save harmless CDSS, DHCS and Blue Iron, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of the AAICAMA database and/or the unauthorized disclosure or dissemination of consumer-recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of, or agree to indemnify, any other county.
- G. County acknowledges that neither Blue Iron nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by Blue Iron exceed the sum paid by CDSS or DHCS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.
- H. County shall notify CDSS to add or delete a User ID.
- I. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the HIPAA data security and confidentiality requirements in Attachment 1, Exhibit A and the data security and confidentiality provisions of Attachment 2, Exhibit B – CDSS Confidentiality and Security Requirements.
- J. County shall ensure that all County employees comply with WIC sections 10850 and 14100.2 to protect any confidential information it may receive and possess from the AAICAMA database

from unauthorized use, access, or disclosure.

- K. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS and DHCS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer, Lloyd Indig at (916) 651-5558 and iso@dss.ca.gov and the DHCS Information Security Officer, Steve Moore at (916) 440-7191 and iso@dhcs.ca.gov.
- L. The use of the AAICAMA database includes information that is protected by the HIPAA and the Medi-Cal confidentiality and privacy rules and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
- M. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by Blue Iron, County is responsible for any and all breach notifications to the consumer, any legally required identity theft and/or credit monitoring services, along with associated costs.
- N. County may not assign or delegate any of its rights or duties under this MOU.
- O. County acknowledges that its access to the AAICAMA database is subject to audit by Blue Iron. County agrees to cooperate with CDSS, DHCS, and Blue Iron in responding to any such audit.

IV. Effective Date and Term

This MOU is effective on the date that it is signed by all parties. The initial term of this MOU shall be for a period of one year commencing on the effective date. Upon the expiration of the initial term, this MOU shall automatically renew for successive one-year terms unless terminated by any party as provided in Section VI below.

V. Project Representatives

The primary points of contact for the parties pursuant to this MOU are:

For CDSS:

Steve Shields, Manager
Adoption Services Bureau
Children's Services Operation and
Evaluation Branch
Children and Family Services Division
California Department of Social Services
744 P Street, M.S. 8-12-31
Sacramento, CA 95814
Phone: (916) 651-8086
Email: Steve.Shields@dss.ca.gov

For DHCS:

Jeanette M. Barajas, Chief
Access Programs & Policy Branch
Medi-Cal Eligibility Division
Department of Health Care Services
1501 Capitol Avenue
P.O. Box 997417, MS-4607
Sacramento, CA 95899-7417
Phone: (916) 552-9413
Fax: (916) 440-5644
E-mail: Jeanette.Barajas@dhcs.ca.gov

For AAICAMA:

Robin Bockweg, Project Director
Association of Administrators of the Interstate
Compact on Adoption and Medical Assistance
1133 Nineteenth Street, NW
Washington, DC 20036
Phone: (202) 682-0100
Email: RBockweg@aphsa.org

For Blue Iron:

Stephen Sarrouf
Blue Iron Network

5811 McFadden Avenue
Huntington Beach, CA 92649
Phone: (855)258-4766
Email: stephen_sarrouf@blueironnetwork.com

VI. General Provisions

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS, DHCS, and County.
- B. Termination without cause: This MOU may be terminated by any party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by any party if the terms of this MOU are violated in any manner. However, CDSS, DHCS, or County shall provide written notice to the other parties of such termination for cause of this MOU. Blue Iron may immediately suspend and/or terminate County's access to the AAICAMA database if Blue Iron reasonably believes County has violated the HIPAA, any of the state law counterparts to the HIPAA, the Medicaid and Medi-Cal confidentiality laws, or any other applicable law or regulation.
- D. Other grounds for Termination: In the event that any of the companion agreements, contracts or MOUs discussed in Section I - Background and Purpose terminate or expire, this MOU may be terminated on the effective date of the termination of that companion agreement, contract or MOU even if such termination will occur with less than 30 days written notice.

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: _____
Name: Deborah Pearce
Title: Chief, Contracts and Purchasing Bureau
Date: _____

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF INYO

By: _____
Name: Marilyn Mann
Title: Interim Director
Date: _____

Exhibit A

HIPAA Business Associate Addendum

I. Recitals

- A. This **BUSINESS ASSOCIATE ADDENDUM** (this "Addendum") is made by and between The California Department of Health Care Services ("Covered Entity" or "DHCS") and COUNTY of Inyo ("Business Associate" or "Contractor"). Covered Entity and Business Associate are parties to a Memorandum of Understanding for Business Associate's use of the AAICAMA cloud based database, ("Services Agreement"), which has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. DHCS wishes to disclose to Business Associate certain information pursuant to the terms of the Services Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in the Services Agreement Business Associate may create, receive, maintain, transmit, use or disclose PHI and PI on DHCS' behalf. DHCS and Business Associate are each a party to this Addendum and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to the Services Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall generally have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule, but as used in this Addendum shall mean COUNTY of Inyo.
- C. Covered Entity shall generally have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule, but as used in this Addendum shall mean the California Department of Health Care Services.

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- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103, but for purposes of this Addendum is limited to information received by Business Associate from Covered Entity, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information or PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103, but for purposes of this Addendum is limited to information received by Business Associate from Covered Entity, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- J. Required by Law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

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III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Business Associate may use or disclose PHI only to perform functions, activities or services specified in the Services Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Business Associate may:

- a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the business associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.
- c. **Report Violations of the Law.** Business Associate may use PHI to report violations of law to appropriate State or Federal Authorities, consistent with 45 C.F.R 164.502(j).
- d. **De-Identification.** Business Associate may de-identify PHI, but must do so in accordance with 45 CFR section 164.514(b), and Business Associate may use such de-identified information solely for the benefit of Covered Entity for any purpose related to the services being provided to Covered Entity under the Services Agreement.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an Individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

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C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information other than as permitted or required by this Addendum or as Required by Law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including ePHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS with its current and updated policies.
3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum. As all Business Associate subcontractor agreements include mitigation clauses, Business Associate acknowledges its obligation and responsibility for enforcement of such separate mitigation obligations.

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E. *Business Associate's Agents and Subcontractors.*

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions under HIPAA on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any non-employee agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or Required by Law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or sub award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate. Business Associate will incorporate those portions of this Addendum that it determines are applicable into any subcontract and subaward with agents, subcontractors, and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate,
2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. *Availability of Information to DHCS and Individuals.* To provide access and information:

1. To the extent that the Services Agreement requires Business Associate to maintain PHI in a Designated Record Set under its custody and control, provide access as DHCS may reasonably require, and in the time and manner designated by DHCS in writing (upon reasonable notice and during Business Associate's normal business hours, if applicable) to PHI in such Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the written request by producing the records or verifying that there are none.
2. If Business Associate maintains, pursuant to the Services Agreement, an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic

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format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).

- G. *Amendment of PHI.*** To the extent that the Services Agreement requires Business Associate to maintain PHI in a Designated Record Set under its custody and control, make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner reasonably designated by DHCS.
- H. *Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information. Any rights of DHCS to access Business Associate's internal practices, books and records is governed by the audit rights set forth in Section V hereof.
- I. *Documentation of Disclosures.*** To the extent no exception exists under 45 CFR section 164.528, to document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c).
- J. *Breaches and Security Incidents.*** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. ***Notice to DHCS.*** (1) To notify DHCS **within 24 hours by email or fax** of the discovery of Unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected Security Incident involving PHI or PI, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Addendum. A Breach shall be treated as discovered by Business Associate as of the first business day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. Notice shall be made using the "DHCS Privacy Incident Report form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then selected "Privacy" in the left column and then "Business Use" near the middle of the page), or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx/>

Upon discovery of a Breach or suspected security incident involving PHI, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Addendum, Business Associate shall take:

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- a. Prompt corrective action to mitigate any risks or damages involved with the Breach known to Business Associate and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations, including the provision of any required notices as set forth in Section (III)(J)(4) below.
2. **Investigation and Investigation Report.** To immediately investigate such security incident involving PHI, Breach, or unauthorized access, use or disclosure of PHI or PI in violation of this Addendum. Within five (5) days of the discovery, Business Associate shall submit a "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the Breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a Breach occurred, determine whether it is reportable to the appropriate entities, and if individual notifications are required. Business Associate will provide any corrective action plan to DHCS for review. .
4. **Notification of Individuals.** If the cause of a Breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals as a result of the Breach or unauthorized use or disclosure when notification is required under state or federal law, and Business Associate shall pay the cost of such notifications, as well as up to 12 months of any credit monitoring reasonably offered as a result of the Breach. The notifications shall comply with the requirements set for in 42 U.S.C. section 17932 and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event less than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made, which approval shall not be unreasonably delayed or withheld.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to

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the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

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

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Memorandum of Understanding for Program Contract Manager (Project Representative) information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Services Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Services Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Services Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its non-employee agents, subcontractors and vendors are in compliance with their obligations as required by their respective written agreements.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

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IV. Obligations of DHCS

DHCS agrees to:

- A. *Notice of Privacy Practices.*** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy" in the left column and "Notice of Privacy Practices" on the right side of the page).
- B. *Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.*** Timely notify the Business Associate in writing of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems (limited solely to those systems that contain PHI), books and records of Business Associate to monitor compliance with the Services Agreement and this Addendum. Business Associate may require DHCS, or any third party acting on behalf of DHCS, to sign a confidentiality agreement acceptable to Business Associate prior to providing access to Business Associate's books, records, and systems pursuant to this Section. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
 - 1. Failure to detect or
 - 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

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VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the Services Agreement and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time as specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. Either party may terminate the Services Agreement if the other party is found guilty of a criminal violation of HIPAA. DHCS may terminate the Services Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Addendum for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum 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 HIPAA regulations and other applicable laws relating to the security or privacy of PHI to the extent that amendments are necessary in order for this Addendum to remain compliant with applicable law. Upon DHCS' request, Business Associate agrees to

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promptly enter into negotiations with DHCS concerning such an amendment to this Addendum. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:

1. Business Associate does not enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into the required amendment that is necessary to maintain compliance with applicable law.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at mutually convenient times and places to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or permitted assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with the required provisions of HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with the required provisions of HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- I. *Entire Agreement.*** This Addendum and the Services Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings and representations, whether oral or written, relating to such subject matter.
- J. *Severability.*** If any provision of this Addendum is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that this Addendum shall otherwise remain in full force and effect and enforceable.
- K. *Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles, to the extent not preempted by HIPAA or other applicable federal law.

Exhibit A
HIPAA Business Associate Addendum

BUSINESS ASSOCIATE:
COUNTY OF INYO

COVERED ENTITY:
DHCS

By: _____

By: _____

Name: Marilyn Mann

Name: _____

Title: Interim Director

Title: _____

Date: _____

Date: _____

Exhibit A
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentially Statement.*** All employees execute a Non-Disclosure Agreement at the time of hire.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

Exhibit A

HIPAA Business Associate Addendum

- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. *System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

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

Exhibit A
HIPAA Business Associate Addendum

- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

The section is applicable only if, and when, Contractor converts DHCS PHI or PI into paper form for use and handling in a manner consistent with the terms of provisions of this Addendum.

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit B
The California Department of Social Services
Confidentiality and Information Security Requirements – Contractor/Entity

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as "this Exhibit") sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as "Contractor") is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor's Agreement (the "Agreement") with the California Department of Social Services (hereinafter "CDSS") in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information in (hereinafter referred to as "CDSS CSP") compliance with state and federal statutes, rules and regulations.

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS and shall prevail over any such conflicting terms or conditions.
- II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.) regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each lower tier transaction to its agents, contractors, subcontractors, or independent consultants, etc.
- III. **Confidentiality of Information.**
 - a. **DEFINITIONS.** The following definitions relate to CDSS Confidential, Sensitive, and/or Personal Information.
 - i. "Confidential Information" is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250-6265) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. "Sensitive Information" is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS' fiscal resources and operations).
 - iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).
 - iv. "Breach" is
 1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

- v. "Security Incident" is
 1. an attempted breach;
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDSS CSP, in violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDSS CSP.
- b. CDSS CSP by the CDSS which may become available to the Contractor as a result of the implementation of the Agreement shall be protected by the Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
 - California Welfare and Institutions Code section 10850
 - Information Practices Act – California Civil Code section 1798 et seq.
 - Public Records Act – California Government Code section 6250 et seq.
 - California Penal Code Section 502, 11140-11144, 13301-13303
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
 - i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
 - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by Contractor without reference to the CDSS CSP.

IV. Contractor Responsibilities.

- a. **Training.** The Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
 - i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and

- iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS and the Contractor and may be subject to penalties, both civil and criminal.
- b. **Use Restrictions.** The Contractor shall ensure that their employees, agents, contractors, subcontractors, and independent consultants will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement.
- c. **Disclosure.** The Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement. Contractor is permitted to disclose individually identifiable CDSS CSP with the consent of the individual to its service providers, its vendors, and its partners for the purposes of Contractor providing services to CDSS or otherwise to meet Contractor's obligations under the Agreement. For CDSS CSP, Contractor must provide CDSS Program Manager and CDSS Information Security Office with a list of Contractor authorized service providers and ensure they are bound by obligations sufficient to protect CDSS CSP in accordance with this Agreement.
- d. **Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than twenty-four (24) hours after knowingly receiving such request.
- e. **Information Security Officer.** The Contractor shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CDSS on matters concerning this Exhibit.
- f. **Requests for CDSS CSP by Third Parties.** The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement between Contractor and CDSS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- g. **Documentation of Disclosures for Requests for Accounting.** Contractor shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. **Return or Destruction of CDSS CSP on Expiration or Termination.** Upon expiration or termination of the Agreement between Contractor and CDSS for any reason, Contractor shall return or destroy the CDSS CSP. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform Contractor in writing of any additional terms and conditions applicable to the retention of the CDSS CSP.
- i. **Retention Required by Law.** If required by state or federal law, Contractor may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.

- j. Obligations Continue Until Return or Destruction.** Contractor's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas shall continue until Contractor returns or destroys the CDSS CSP or returns the CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between Contractor and CDSS, Contractor shall not further use or disclose the CDSS CSP except as required by state or federal law.
- k. Notification of Election to Destroy CDSS CSP.** If Contractor elects to destroy the CDSS CSP, Contractor shall certify in writing, to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information, that the CDSS CSP has been destroyed.
- l. Background Check.** Before a member of the Contractor's workforce may access CDSS CSP, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to the State's information technology systems and the data contained therein. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.
- m. Confidentiality Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

 - i. General Security Controls**

 - 1. User Confidentiality Statement.** All persons with access to CDSS CSP must sign the CDSS User Confidentiality Agreement (Exhibit E, Attachment 2). The statement must be signed prior to access to CDSS CSP. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDSS inspection for a period of three (3) years following contract termination.
 - 2. Workstation/Laptop Encryption.** All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDSS Information Security Office.
 - 3. Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
 - 4. Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
 - 5. Minimum Necessary.** Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
 - 6. Removable Media Devices.** All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

7. **Antivirus Software.** All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** Contractor must submit a documented patch management system, to be approved by the CDSS Information Security Office, in place to install security patches in a timely manner on all Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on Contractor's risk assessment of such patches, the technical requirements of Contractor's systems, and vendor's written recommendations. In lieu of an approved patch management system, all applicable patches must be installed within thirty (30) days of vendor release or patch installation occurs within the CDSS approved timeframes by the next scheduled change release, or accept risk with an approved risk analysis by the Contractor.
9. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDSS CSP which meets or exceeds CDSS current Password policy. (Contact CDSS Information Security and Privacy Officer for current policy.)
10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDSS Information Security Office.

ii. **System Security Controls**

1. **System Timeout.** The system providing access to the CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
2. **Warning Banners.** All systems containing CDSS CSP must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
4. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and E-Mail.

6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. Business Continuity / Disaster Recovery Controls

1. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
2. **Data Backup Plan.** Contractor must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. Paper Document Controls

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. **Escorting Visitors.** Visitors to areas where the CDSS CSP are contained shall be escorted and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of the Contractor except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that the Contractor confirms the recipient fax number before sending, takes

precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the Contractor's fax number changes, and maintains fax machines in a secure area.

6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

V. Information Security Incidents and/or Breaches

- a. **Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management.
- b. **Discovery and Notification of Incidents and/or Breaches.** The Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of CDSS CSP if the CDSS CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, actual loss, or unauthorized use or disclosure of the CDSS CSP is in violation of this Agreement, this provision, or applicable law. The Contractor shall take:
 - i. Prompt corrective action to mitigate the risks or damages involved with the Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- c. **Isolation of System or Device.** A system or device, containing CDSS CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from Contractor's production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. CDSS must be contacted prior to placing the previously compromised system or device, containing CDSS CSP, back in the production environment. The affected system or device, containing CDSS CSP, shall not be returned to operation in the production environment until the CDSS Information Security and Privacy Officer gives its approval.
- d. **Investigation of Incidents and/or Breaches.** The Contractor shall promptly investigate such Incidents and/or Breaches.
- e. **Updates on Investigation.** The Contractor shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until they are no longer needed, as mutually agreed upon between the Contractor and the CDSS Information Security and Privacy Officer.
- f. **Written Report.** The Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within ten (10) working days of the discovery of the Incident and/or Breach. To the extent Contractor has such information, the report shall include but not be limited to the following:
 - i. Contractor point of contact information;
 - ii. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;

- iii. Description of the types of CDSS CSP that were involved and the extent of the information involved in the Incident and/or Breach;
- iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
- v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
- vi. A description of the probable causes of the improper use or disclosure;
- vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
- viii. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

g. Notification of Individuals. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as reasonably determined by CDSS. Contractor shall be responsible for the notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.

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

CDSS Program Contract Manager	CDSS Information Security & Privacy Officer
See the Scope of Work exhibit for Program Contract Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VII. Audits and Inspections. From time to time, CDSS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit.

VIII. Amendment. The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

- IX. Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- X. Termination.** An information Incident and/or Breach by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

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

FROM: Public Works

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Approve Multiple Blanket Purchase Orders.

DEPARTMENTAL RECOMMENDATIONS:

Authorize the issuance of blanket purchase orders for the following vendors in the following amounts:

- | | |
|--------------------------------------|-------------|
| A. Bishop Automotive | \$15,000.00 |
| B. Bishop Heating & Air Conditioning | \$40,000.00 |
| C. Bishop Welding Supply | \$20,000.00 |
| D. Britt's Diesel & Automotive | \$45,000.00 |
| E. Brown's Supply Inc. | \$20,000.00 |
| F. Coastline Equipment | \$20,000.00 |
| G. Dave's Auto Parts | \$30,000.00 |
| H. High Country Lumber | \$20,000.00 |
| I. Interstate Sales | \$20,000.00 |
| J. Manor True Value | \$20,000.00 |
| K. Mission Linen | \$40,000.00 |
| L. Mission Janitorial | \$20,000.00 |
| M. Quinn Company | \$15,000.00 |
| N. Silver State International | \$20,000.00 |
| O. Steve's Auto & Truck Parts | \$20,000.00 |
| P. Western Nevada Supply | \$20,000.00 |

Contingent upon the adoption of the FY17/18 budgets.

SUMMARY DISCUSSION:

Public Works is a large department operating off nearly thirty (30) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Good and supplies shall be ordered in and consistent with future needs and available storage space."

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase orders. We make every effort to keep our business local and distributed throughout the Owens Valley, we purchase from vendors in both the North and South County when we can.

ALTERNATIVES:

Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel

Auditor's Office.

FINANCING:

Given the fact that the policy is Department wide, not just specific to individual budgets, these invoices will be paid from, but not limited to the following budgets; 011100 Building & Maintenance, 011500 Public Works, 011501 Deferred Maintenance, 023200 Building & Safety 034600 Road, 150100 Bishop Airport, 152101 Independence Water Systems, 152201 Lone Pine Water Systems, 152301 Laws Water, 150300 Independence Airport, 150500 Lone Pine/Death Valley Airport and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

APPROVALS	
COUNTY COUNSEL: <i>Steve Walker</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <small>(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</small> Approved: <i>YES</i> Date: <i>8/23/17</i>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS <small>(Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</small> <i>By Stephen</i> Approved: <i>yes</i> Date: <i>8/23/17</i>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS <small>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</small> Approved: <u> N/A </u> Date: <u> </u>

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

[Signature] Date: *8/25/17*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

10

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Resolution and Notice of Completion for the Airfield Lighting and Visual Aids Improvements Phase 1 Construction Lone Pine / Death Valley Airport. FAA AIP Grant # 3-06-0126-012-2016

DEPARTMENTAL RECOMMENDATIONS: Request Board approval of a Resolution accepting the work and authorizing the recording of a Notice of Completion for Airfield Lighting and Visual Aids Improvements Phase 1 Construction Lone Pine/ Death Valley Airport.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

Spieß Construction Co. Inc., of Santa Maria, CA recently completed work on the Airfield Lighting and Visual Aids Improvements Phase 1 Construction Lone Pine / Death Valley Airport. The scope of work for the project consisted of removal of existing airport lighting vault systems and replacement with a new pre-manufactured concrete vault building with factory installed lighting power and control systems with standby power generator. The work originally included a new primary wind cone, segmented circle and taxiway edge reflectors.

The Board of Supervisors awarded the construction contract for the Airfield Lighting and Visual Aids Improvements Phase 1 Construction Lone/Pine/ Death Valley Airport to Spieß Construction Company, Inc. in the amount of \$349,626.80 for the Base Bid and Additives A, B, C on August 16, 2016.

There have been two Change Orders to the original bid and scope of work:

Change Order #1- (less \$48,540.00) reduced the scope of work in Bid Additive A by removing paving and the Lighted LED Wind Cone. It also deleted Bid Additive B- Segmented Circle & Bid Additive C – Elevated Taxiway Retroreflective Edge Marker. These changes were made to match reduced funding available from the FAA grant.

Change Order #2 - added 24 days to the contract time and \$4,264.65 for adding an emergency fuel stop button, additional asphalt and an additional conductor cable.

The final authorized Contract Amount is \$305,351.45.

On August 25, 2017, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

ALTERNATIVES: The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the

Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The Project is being funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the construction cost of the Project, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the construction cost of the Project. The reimbursable costs will be paid through budget unit 150503, Lone Pine / Death Valley Airport Improvement Projects TR-043, object code 5700, Construction in Progress.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date: <u>8/25/17</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date: <u>8/28/17</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: [Signature] Date: 8/29/17
(Not to be signed until all approvals are received)

RESOLUTION #2017 -

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
AIRFIELD LIGHTING AND VISUAL AIDS IMPROVEMENTS PHASE I
CONSTRUCTION LONE PINE / DEATH VALLEY AIRPORT”**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Airfield Lighting and Visual Aids Improvements Phase I Construction Lone Pine / Death Valley Airport has been completed by Spieß Construction Co., Inc. in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Airfield Lighting and Visual Aids Improvements Phase I Construction Lone Pine / Death Valley Airport .

Passed, approved and adopted this _____ day of _____, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mark Tillemans, Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk of the Board

by _____
Kevin Carunchio, Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Airfield Lighting and Visual Aids Improvements Phase I Construction Lone Pine / Death Valley Airport on the property hereinafter described was completed on August 25, 2017 and was accepted by the Board of Supervisors, County of Inyo on _____
2. The property on which the Airfield Lighting and Visual Aids Improvements Phase I Construction Lone Pine / Death Valley Airport has been completed and is located on Hwy 395; 1900 S. Main St., Lone Pine, CA 93545.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the property located at 1900 S. Main St., Lone Pine, CA 93545.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Airfield Lighting and Visual Aids Improvements Phase I Construction Lone Pine / Death Valley Airport, pursuant to contract with the County, is Spiess Construction Co., Inc.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Clint Quilter, Director of Public Works



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER

11

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Resolution and Notice of Completion for the Tecopa Water Vending Machine Project

DEPARTMENTAL RECOMMENDATIONS:

Request Board approval of a Resolution accepting the work and authorizing the recording of a Notice of Completion for the Tecopa Water Vending Machine Project

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

On January 26, 2016, the Board awarded the construction contract for the Tecopa Water Vending Machine Project, in Tecopa, CA, to Spiess Construction of Santa Maria, CA, in the amount of \$133,761.00. Subsequently there have been three (3) change orders bringing the Total Contract to \$173,512.84.

Completion of the Pilot Study (CCO#1) showed the initial concept would be insufficient. CCO#2 & #3 facilitated the final design allowing delivery of water to the residents of Tecopa. Throughout the duration of the project, The Southern Inyo Fire District has been delivering bottled water to Tecopa residents.

On May 12, 2017, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. Final FDA and vending permitting and acceptance occurred July 24, 2017. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

ALTERNATIVES: The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

OTHER DEPARTMENT/AGENCY INVOLVEMENT: County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING:

This project is funded from CAA grants received by The County of Inyo and the Inyo County Water Department. Invoices will be paid from the Water Department Budget Unit 024102, Object Code 5265 "Professional & Special Services".

APPROVALS

COUNTY COUNSEL:

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

Jku Saker

Approved: YES

Date 8/3/17

AUDITOR/CONTROLLER

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

[Signature]

Approved: yes

Date 8/8/2017

PERSONNEL DIRECTOR

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

Approved: N/A

Date

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: _____

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Tecopa Water Vending Machine Project on the property hereinafter described was completed on May 11, 2017 and was accepted by the Board of Supervisors, County of Inyo on _____.
2. The property on which the Tecopa Water Vending Machine Project has been completed and is located on is at 501 Furnace Creek Rd., Tecopa, CA 92389.
3. Southern Inyo Fire Protection District, 410 Tecopa Hot Springs Rd, Tecopa, CA 92389 leases and maintains the property located at 501 Furnace Creek Rd., Tecopa, CA 92389.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Tecopa Water Vending Machine Project, pursuant to contract with the County, is Spieess Construction Co., Inc.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Clint Quilter, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Clint Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Tecopa Water Vending Machine Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Clint G. Quilter

RESOLUTION #2017 -

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
“TECOPA WATER VENDING MACHINE PROJECT”**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Tecopa Water Vending Machine Project has been completed by Spiess Construction Co., Inc. in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Tecopa Water Vending Machine Project.

Passed, approved and adopted this _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Tillemans, Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk of the Board

by _____
Kevin Carunchio, Clerk



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: Public works

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with Sierra Geotechnical Services Inc. of Bishop, CA for Quality Assurance Material Testing and Observation Services for the West Bishop Roadway Reconstruction Project.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and Sierra Geotechnical Services Inc. of Bishop, CA for Quality Assurance Material Testing and Observation Services with a not-to-exceed amount of \$46,570;
- B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Public Works Department is in the construction phase of the West Bishop Roadway Reconstruction Project. This project will require quality assurance material testing and observation services during the grading, paving and concrete placement operations.

The following two firms were previously selected through the Request for Qualifications (RFQ) process to provide material testing services:

- Eastern Sierra Engineering of Reno, Nevada
- Sierra Geotechnical Services Inc. of Bishop, CA

On September 6, 2016 your Board authorized the Public Works Director to award the construction contract to Qualcon Contractors Inc. of Minden, Nevada. The Public Works Department requested proposals from the two firms on the RFQ list to provide material testing services. Eastern Sierra Engineering recused themselves from this project due to affiliations with Qualcon Contractors Inc., therefore Sierra Geotechnical Services Inc. was selected to provide the requested services.

The not-to-exceed amount of \$46,570.00 (forty-six thousand, five hundred and seventy dollars) is the Consultant's best estimate as to the cost of the required work. If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Contractor to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not approve this contract with Sierra Geotechnical Services. This is not recommended because material testing is required during the reconstruction operations of the residential roads in West Bishop, and SGS is the only consultant from our RFQ list that qualifies.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded
County counsel to review and approve contract documents.
Caltrans to reimburse the county for project costs as described below

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State funded road), object code 5740 (West Bishop Resurfacing).

APPROVALS

COUNTY COUNSEL:

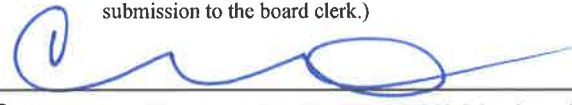
AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)



Approved: YES Date 8/11/17

AUDITOR/CONTROLLER

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



Approved: yes Date 8/15/2017

PERSONNEL DIRECTOR

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

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/15/17

AGREEMENT BETWEEN COUNTY OF INYO
AND Sierra Geotechnical Services Inc.
FOR THE PROVISION OF Quality Assurance Material Testing and Observation Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Quality Assurance Material Testing & Observation services of Sierra Geotechnical Services Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from 2017 to December, 31 2017 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From N/A through N/A
- B. From N/A through N/A

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$46,570.00 (initial term) \$N/A (option 1) and \$N/A (option 2) for a total of \$N/A 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. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer

programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. 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.

23. NOTICE.

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

County of Inyo:	
Public Works Department	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
Sierra Geotechnical Services Inc.	Name
873 North Main Street #150	Address
Bishop, CA 93514	City and State

24. 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 Sierra Geotechnical Services Inc.
FOR THE PROVISION OF Quality Assurance Material Testing and Observation Services SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

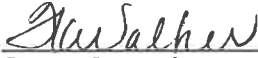
Signature

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
AND Sierra Geotechnical Services Inc.
FOR THE PROVISION OF Quality Assurance Material Testing and Observation Services SERVICES**

TERM:

FROM: _____ 2017 **TO:** December 31st, 2017

SCOPE OF WORK:

Sierra Geotechnical Services Inc. of Bishop California will be providing Quality Assurance Material Testing and Observation for the West Bishop Reconstruction Project RPL-5948 (081). Services include material sampling and testing prior to paving, concrete testing/sampling, asphalt paving observation and limited testing, as well as submittal and documentation review as included in attached Estimate For Quality Assurance Material Testing and Observation Services dated March 14, 2017.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in the Attachment B to the contract.

Prior to incurring any increase to the estimated projected cost of \$46,570.00 (Forty-six thousand, five hundred and seventy dollars), a request for approval of the increase must be made in writing by the Contractor to the County, and approved by the Board of Directors. Any increase to the total lump sum will be effective only by written Amendment to the contract.

SIERRA GEOTECHNICAL SERVICES INC.

SGSI

GEOTECHNICAL • GEOLOGY • HYDROGEOLOGY • MATERIALS TESTING • INSPECTION

March 14, 2017

Subject: **ESTIMATE FOR QUALITY ASSURANCE MATERIAL TESTING AND
OBSERVATION SERVICES
West Bishop Roadway Reconstruction Project
Project No. RPL-5948(081)**

We herewith submit our estimate to provide material testing Quality Assurance (QA) and Observation Services during construction of the West Bishop Roadway Reconstruction Project. This proposal is based upon a review of the Project Plans and Specifications dated December 2015, and the contractor's proposed construction schedule. We estimate that our services will be required on-site on a full to part time basis for the duration of the project (approximately 30 days).

In brief, Sierra Geotechnical Services Inc. (SGSI) was established in 1989 and is located in Bishop, Inyo County, California. SGSI is a certified **SBE** and performs a full range of consulting services including: Geotechnical engineering, environmental engineering, engineering geology, hydrogeology, materials testing, and construction inspection. Our attached Statement of Qualifications contains detailed resumes of the staff personnel, the organizational structure of our firm, a partial listing of roadway related projects, and a partial client list.

SGSI employs qualified and certified personnel for all required testing and inspection services. A fully equipped laboratory testing facility capable of performing material tests in accordance with ASTM, AASHTO, and Caltrans requirements is maintained in Bishop, California. Our technicians and laboratory are routinely audited, certified and accredited by AASHTO, AMRL, and Caltrans. SGSI is also enrolled in the California Department of Transportation (CALTRANS) California Test Method performance evaluation program.

SCOPE OF SERVICES

SGSI anticipates the following services will be required for this project:

- Our work will include material sampling and testing prior to paving, concrete testing/sampling, asphalt paving observation and limited testing, as well as submittal and documentation review. All work will be performed in accordance with the project plans and specifications.
- We have assumed that the contractor will work 8 hours per day 5 days per week with exception of asphalt paving days. Time over 8 hours per day and time on Saturdays will be billed at 1.5 times the regular rate. Time on Sundays will be double the regular rate.
- While we strive to maintain costs close to this estimate, it is impossible to foresee working and climactic conditions; actual costs could be higher or lower than our projected cost estimates. However, prior to incurring any increase to the estimated projected cost of \$46,570.00 (Forty-six thousand, five hundred and seventy dollars), a request for approval of the increase will be made in writing to the County, for which we understand must be approved by the Board of Directors. Any increase to the total lump sum will be effective only by written Amendment to the contract.
- Our estimate includes the use of our Bishop Laboratory facility. We will obtain material samples and perform laboratory QA testing for conformance in accordance with project specifications.

An estimated cost breakdown is attached. The cost breakdown for the scope of work identified in this proposal has been prepared in accordance with SGSI's current professional fee schedule and local prevailing wage rates. Additional work requested and authorized by the Client outside of the scope listed within this proposal will be billed on a time and materials basis in accordance with our approved professional fee schedule.

Thank you for this opportunity to be of service. If you should have any questions regarding this proposal, or if I can provide you with any additional service, please do not hesitate to contact me.

Respectfully,

SIERRA GEOTECHNICAL SERVICES, INC.



Joseph A. Adler
Principal

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Sierra Geotechnical Services Inc.
FOR THE PROVISION OF Quality Assurance Material Testing and Observation Services SERVICES**

TERM:

FROM: _____ 2017 **TO:** December 31st, 2017

SCHEDULE OF FEES:

The consultant shall be compensated at the rates shown in the attached rate sheet submitted by Sierra Geotechnical Services Inc. of Bishop, CA, dated March 2017 for the services described in Attachment A to the contract, Scope of Work. These rates and costs identified herein shall constitute full compensation for providing all services labor, equipment, materials and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs described in Attachment A to the contract, Scope of Work, are projected cost estimates of probable costs incurred by the consultant. The total compensation to be provided shall not exceed \$46,570.00 (forty-six thousand, five hundred and seventy dollars). If an increase to the estimated projected cost is expected, request for approval of the increase must be made in writing by the Consultant to the County prior to incurring the increase, and approved by the Board of Supervisors. Any increase will be effective by written Amendment to the contract only.

<u>TESTING</u>	<u>SERVICE</u>	<u>ITEM</u>	<u>FREQUENCY</u>	<u>EST. SCHEDULE/QUANTITY</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>COST</u>
Lab Soils:	Proctor	Pulverized Base Course			1	\$245	\$245
	Sand Equivalent	Pulverized Base Course			1	\$110	\$110
	Gradation	Pulverized Base Course			1	\$140	\$130
	Proctor	Shoulder Backing			1	\$245	\$245
	Gradation	Shoulder Backing			1	\$140	\$130
	Sand Equivalent	Shoulder Backing			1	\$110	\$110
Lab Concrete:	Concrete Compression	ADA Ramps/Curb	4 pours	5 cyl per pour	20	\$40	\$800
Field:	Senior Field Technician (T and O)	Regular Time	8 hrs/day	30 days	240	\$110.5	\$26,520
		OT (Paving)	4 hrs/day	10 days	40	\$165.75	\$6,630
Other:	Project Reporting/Coordination/Correspondance	Regular Time	3 hrs/day		90	\$80	\$7,200
	Project Management/Submittal	Regular Time	15 hours		15	\$130	\$1,950
	Final Report	Lump					\$2,500
Total:							<u>\$46,570</u>

Assumptions:
8 hour work day mon- fri
4 hr OT per pave day
State PW





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 13

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Request to fill an Office Technician II or III

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Office Technician II, or III at a salary range of \$3,389-\$4,522; and
- D) If the hiring results in a vacancy of an Office Technician II, approve the hiring of one (1) Office Technician II or III at Range \$3,389-\$4,522 through an open recruitment.

SUMMARY DISCUSSION:

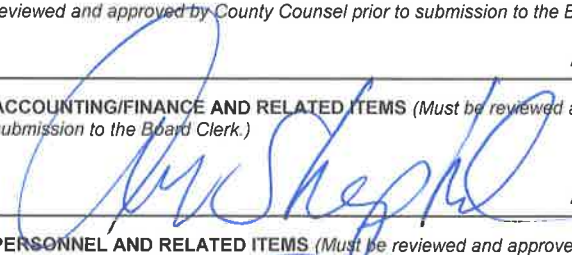

The Auditor's office lost one of the three Office Technicians positions in late May due to a family tragedy. These positions are crucial in maintaining good internal controls and financial oversight in the County, as well as, the eighteen Special Districts the Auditor's office oversees. This position is necessary to keep up with the overwhelming volume that our office has to manage. We are the last stop for all financial transactions. Each separate transaction must be reviewed, posted, and balanced on a daily basis. For example, one of the volume-intense tasks that must be completed every day is the review of 350-400 accounts payable transactions, which results in the printing of over 100 checks. During the Office Technician's comprehensive review, they must check for data accuracy, purchasing authority, budget availability, reasonability, and compliance with generally accepted accounting standards, all of which require a high level of training and diligence. Along with the normal daily workload, there are stringent monthly, quarterly, and annual reporting requirements that must be met, all of which are the Office Technicians' shared responsibility. Our office is currently at peak season of the accrual period and year end reporting. This is a very busy time of year for us and the training that is required to bring a new staff member up to speed takes at least one year so it is very important this position is filled as soon as possible.

ALTERNATIVES:

Your Board could choose not to approve the hiring of this position that will negatively impact the daily operations of the Auditor's office.

FINANCING:

Funding for this position is from the general fund and is currently budgeted in the Auditor-Controller budget 010400 in the Salaries and Benefits object codes.

<u>APPROVALS</u>	
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:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>8/24/17</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: <u>8/24/17</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 8/24/17



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: Probation Department – Juvenile Division

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Agreement with the County of Tulare for Out of County Juvenile Detainment

DEPARTMENTAL RECOMMENDATION: Request Board ratify an extension into fiscal year 2017/2018 to the Agreement between the Inyo County Probation Department – Juvenile Division and the County of Tulare for the out of county detainment of Juveniles and 2) authorize the Chairperson to sign the Agreement extension.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the Board's August 16, 2016 meeting and as part of the Juvenile Services Redesign Plan, the Board approved individual Agreements between the County of Inyo and Tulare, Kern, El Dorado and Nevada counties for bed space for out of county detainments of Inyo County Juveniles. The current Agreement with Tulare County expired and the County of Tulare has submitted to our Department a request to amend the Agreement by extending it for another year effective July 1, 2017. Attached is the original Agreement and Amendment to Agreement for ratification.

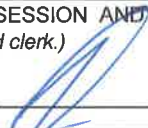
Although the Probation Department has not utilized the County of Tulare's Juvenile detainment facilities, it is recommended by the Probation Department that we continue the Agreement into fiscal year 2017/2018.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT:

FINANCING: If out of county detainment is utilized, payment is made from the Out of County – Juvenile Hall budget 023101, Professional Services object code 5265.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>08/10/2017</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/15/2017</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:  Date: 8/17/17
 (Not to be signed until all approvals are received)

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into as of _____, 2017, between the COUNTY OF TULARE, referred to as PROVIDER COUNTY, and the COUNTY OF INYO, referred to as RECIPIENT COUNTY, with reference to the following:

- A. The parties entered into an Agreement as of November 1, 2016, (Tulare County Agreement No. 27885) to obtain facilities and services for the detention and/or commitment of juvenile offenders.
- B. The parties now desire to extend said agreement for one additional year.
- C. This amendment shall become effective July 1, 2017.

ACCORDINGLY, IT IS AGREED:

- A. Paragraph 1 of said Agreement is hereby amended to read as follows:
 - 1. **TERM:** This Agreement shall become effective July 1, 2016, and shall expire at 11:59 PM on June 30, 2018, unless otherwise terminated as provided in the Agreement.
- B. Except for herein amended paragraph, all other terms and conditions of Agreement No. 27885 shall remain in full force and effect.

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TULARE COUNTY AGREEMENT NO.: _____

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signature below:

COUNTY OF TULARE

Date: _____

By: _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the
Board of Supervisors of the County of Tulare

By: _____

Deputy Clerk

COUNTY OF INYO

Date: _____

By: _____

Chairman, Board of Supervisors

ATTEST: _____
County Administrative Officer/Clerk of the
Board of Supervisors of the County of Inyo

By: _____

Deputy Clerk

COPY

AGREEMENT
County of Inyo

I. INTRODUCTION

THIS AGREEMENT is entered into as of NOV. 1, 2016, between the COUNTY OF TULARE, referred to as PROVIDER COUNTY, and the COUNTY OF INYO, referred to as RECIPIENT COUNTY, with reference to the following:

II. RECITALS

- A. At present RECIPIENT COUNTY is closing its Juvenile Detention Facility and will no longer have a capacity to detain and/or commit juvenile offenders;
- B. RECIPIENT COUNTY desires, and PROVIDER COUNTY is willing to provide, facilities and services for the detention and/or commitment of juvenile offenders on the terms and conditions expressed in this Agreement;

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **TERM:** This Agreement shall become effective as of July 1, 2016, and shall expire at 11:59 PM on June 30, 2017, unless otherwise terminated as provided in this Agreement.
2. **SERVICES TO BE PERFORMED:** PROVIDER COUNTY agrees to provide detention and/or commitment services in existing juvenile facilities for juvenile offenders as designated by RECIPIENT COUNTY, but subject to availability. The services shall include, without limitation, appropriate secure housing, food, clothing, schooling, counseling, and health and medical care. For purposes of this Agreement, "juvenile offender" shall mean any person under the age of 18 years subject to, or under the jurisdiction of, the Juvenile Court law as described in Welfare and Institutions Code §602.
3. **COST OF SERVICES:** RECIPIENT COUNTY agrees to pay PROVIDER COUNTY the amount of One Hundred Thirty-Five Dollars (\$135) per bed occupied by each juvenile offender, per day, each and every day (or partial day) for the entire term of the agreement for such services.
4. **METHOD OF PAYMENT:** PROVIDER COUNTY shall invoice RECIPIENT COUNTY for such services monthly in arrears, and payment shall be made by RECIPIENT COUNTY within thirty (30) days of receipt of such invoice.

TULARE COUNTY AGREEMENT NO. 27885

5. **RESPONSIBILITIES OF PROVIDER COUNTY:** See attached EXHIBIT A.

6. **RESPONSIBILITIES OF RECIPIENT COUNTY:** See attached EXHIBIT B.

IV. GENERAL TERMS

7. **EMPLOYEE STATUS:** This Agreement is entered into by both parties with the express understanding that PROVIDER COUNTY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the PROVIDER COUNTY or any of its agents, employees or officers as an agent, employee or officer of RECIPIENT COUNTY.

8. **COMPLIANCE WITH LAW:** PROVIDER COUNTY shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to PROVIDER COUNTY'S employees, PROVIDER COUNTY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

9. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

10. **RECORDS AND AUDIT:** RECIPIENT COUNTY shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, RECIPIENT COUNTY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, RECIPIENT COUNTY shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

All records, including behavioral medical and mental health shall be provided by the PROVIDER COUNTY to the RECIPIENT COUNTY upon request.

11. **CONFLICT OF INTEREST:**

(a) RECIPIENT COUNTY agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but

not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including RECIPIENT COUNTY for this purpose, from making any decision on behalf of PROVIDER COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any PROVIDER COUNTY decision which has the potential to confer any pecuniary benefit on RECIPIENT COUNTY or any business firm in which RECIPIENT COUNTY has an interest, with certain narrow exceptions.

- (b) RECIPIENT COUNTY agrees that if any facts come to its attention, which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the PROVIDER COUNTY designated representative and provide all information needed for resolution of this question.
12. **INSURANCE:** Each of the parties to this Agreement is an entity which is self-insured and/ or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/ or omissions in the performance of its duties under this Agreement.
13. **INDEMNIFICATION:** The RECIPIENT COUNTY and the PROVIDER COUNTY shall hold harmless, defend and indemnify each other, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers or employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
14. **TERMINATION:**
- (a) Without Cause: Either party will have the right to terminate this Agreement without cause by giving ninety (90) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. RECIPIENT COUNTY will pay to the PROVIDER COUNTY the compensation earned for work performed and not previously paid for to the date of termination.
 - (b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, PROVIDER COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by RECIPIENT COUNTY or anyone acting on RECIPIENT COUNTY'S behalf, as to any matter related in any way to RECIPIENT COUNTY'S retention of PROVIDER COUNTY, or
 - (7) other misconduct or circumstances which, in the sole discretion of the PROVIDER COUNTY, either impair the ability of PROVIDER COUNTY to competently provide the services under this Agreement, or expose the PROVIDER COUNTY to an unreasonable risk of liability.
- (c) **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where PROVIDER COUNTY'S services have been terminated by the RECIPIENT COUNTY, said termination will not affect any rights of the PROVIDER COUNTY to recover damages against the RECIPIENT COUNTY.
- (d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of PROVIDER COUNTY may immediately suspend performance by PROVIDER COUNTY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by RECIPIENT COUNTY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

15. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the PROVIDER COUNTY or

RECIPIENT COUNTY, that the PROVIDER COUNTY or RECIPIENT COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

16. NOTICES:

- (a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY OF TULARE:

Board of Supervisors
County Administration Building
2800 West Burrel Avenue
Visalia, California 93291
Phone No.: (559) 636-5000
Fax No.: (559) 733-6898

With A Copy To:

Tulare County Probation Department
County Civic Center
221 South Mooney Boulevard, Room 206
Visalia, California 93291
Phone No.: (559) 713-2750
Fax No.: (559) 730-2626

COUNTY OF INYO:

Board of Supervisors
County Administrative Center
224 North Edwards Street
Independence, California 93526
Phone No.: (760) 878-0373
Fax No.: _____

- (b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

17. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

18. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.
19. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
20. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
21. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
22. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
23. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
24. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
25. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between PROVIDER COUNTY and RECIPIENT COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
26. **ASSURANCES OF NON-DISCRIMINATION:** PROVIDER COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

- (a) It is recognized that both the PROVIDER COUNTY and the RECIPIENT COUNTY have the responsibility to protect PROVIDER COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, RECIPIENT COUNTY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The PROVIDER COUNTY, in its sole discretion, has the right to require RECIPIENT COUNTY to replace any employee who provides services of any kind to RECIPIENT COUNTY pursuant to this Agreement with other employees where PROVIDER COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude PROVIDER COUNTY from terminating this Agreement with or without cause as provided for herein.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: 11.1.16

By: Mike Emert
Chairman, Board of Supervisors
"PROVIDER COUNTY"

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: Daniela Ybarra
Deputy Clerk



Approved as to Form
Tulare County Counsel

Date: 9/28/16

By: [Signature]
Deputy County Counsel #2016935

COUNTY OF INYO

Date _____

By: [Signature]
Chairman, Board of Supervisors
"RECIPIENT COUNTY"

ATTEST: Kevin Carunchio
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

By: [Signature]
Deputy Clerk

Approved as to Form
Inyo County Counsel

Date: 08/19/2016

By: [Signature]
Deputy County Counsel
Assistant

EXHIBIT A
RESPONSIBILITIES OF THE PROVIDER COUNTY

PROVIDER COUNTY shall be responsible to do the following:

- (a) Provide services for juvenile offenders from RECIPIENT COUNTY as provided in this Agreement;
- (b) Provide periodic medical examinations for such juvenile offenders;
- (c) Detain or commit and care for the juvenile offenders in the same manner as other similar juvenile offenders are detained or committed by PROVIDER COUNTY in its juvenile facilities;
- (d) At the request of RECIPIENT COUNTY, make monthly written progress reports as to the juvenile offenders detained or committed under this Agreement.

EXHIBIT B
RESPONSIBILITIES OF RECIPIENT COUNTY

RECIPIENT COUNTY shall be responsible to do the following:

- (a) Transport, at its own cost and expense, such juvenile offenders as it shall designate for the services to be provided by PROVIDER COUNTY. The juvenile offenders shall be transported to the juvenile facilities designated by PROVIDER COUNTY in accordance with reasonable procedures to which the parties shall mutually agree;
- (b) Provide a copy of any Juvenile Court order required as to that juvenile offender, or a statement in form acceptable to PROVIDER COUNTY that such an order is not required;
- (c) Reasonably avoid transporting juvenile offenders who have a communicable, contagious or infectious disease, or who require immediate medical care and attention;
- (d) Provide a properly executed medical consent form acceptable to PROVIDER COUNTY authorizing PROVIDER COUNTY to provide such medical care and treatment as may become necessary during the time that the juvenile offender is detained or committed in Tulare County;
- (e) Comply with any and all legal requirements not directly involving the detention or commitment of the juvenile offender, including, without limitation, informing the juvenile offender of his or her legal rights, notifying parents and guardians, filing petitions, serving notices and arranging for court appearances;
- (f) Comply with any and all legal requirements involving continued detention or commitment;
- (g) In addition to the daily amount due under Section 2 hereof, reimburse PROVIDER COUNTY for the actual cost of any hospital, medical, surgical, or dental care for the juvenile offenders, other than first aid, except for periodic medical examinations and treatment for injuries and/or illness incurred as a direct result of placement within the facility which PROVIDER COUNTY shall provide at its own cost and expense;
- (h) Promptly take delivery of any juvenile offender required to be released or otherwise returned by PROVIDER COUNTY to RECIPIENT COUNTY;
- (i) Comply with eligibility requirements for the service.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Probation Department – Juvenile Division

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Memorandum of Understanding with County of Tuolumne for Out of County Juvenile Detainment

DEPARTMENTAL RECOMMENDATION: Request Board to ratify a Memorandum of Understanding effective July 28, 2017 with the County of Tuolumne for the housing of Inyo County detained Juveniles at the Motherlode Regional Juvenile Detention Facility and 2) authorize the Chairperson, County Administrator Kevin Carunchio, County Counsel Marshall Rudolph, and Chief Probation Officer Jeff Thomson to sign the Memorandum of Understanding contingent on the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the Board's August 16, 2016 meeting and as part of the Juvenile Services Redesign Plan, the Board approved individual Agreements between the County of Inyo and Tulare, Kern, El Dorado and Nevada counties for bed space for out of county detainments of Inyo County Juveniles. The County of Tuolumne recently built and opened a new Juvenile Detention Facility (Motherlode Regional, located in the town of Sonora) and approached Chief Thomson with a Memorandum of Understanding to use their new Facility to detain Inyo County Juveniles. Attached is their MOU, which has been signed by the County of Tuolumne Administrative Officer, Chief Probation Officer, and County Counsel.


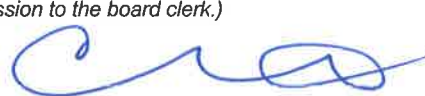
The rate for Board and Care per detained Juvenile is \$100.00 for each twenty-four (24) hour period or portion thereof. Advance written notice of thirty (30) days is to be provided to Inyo County prior to increasing the daily rate. The MOU will commence on the execution date of July 28, 2017 and continue until terminated. The MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

Although the Probation Department has numerous agreements with other Counties, having an agreement with the County of Tuolumne provides the Inyo County Probation Department another option on where to house a Juvenile for detainment when needed.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT:

FINANCING: If out of county detainment is utilized, payment is made from the Out of County – Juvenile Hall budget 023101, Professional Services object code 5265.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>08/17/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/15/17</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:  Date: 8/17/17
(Not to be signed until all approvals are received)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE COUNTY OF INYO
FOR**

**The Placement of Inyo County Detained Juveniles at the Motherlode Regional Juvenile
Detention Facility**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 28th day of July, 2017, by and between the County of Tuolumne, a Political Subdivision of the State of California, (“County”), and the County of Inyo, a Political Subdivision of the State of California, (“Agency”).

WITNESSETH:

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility (“Facility”) and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

2. TERM

The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

A. SERVICES

- i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.
- ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate

educational services, medical care and mental health care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.

- iii. Tuolumne County may provide emergency medical services without prior authorization from Agency
- iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent

B. PAYMENT

- i. Board and Care: Agency shall pay Tuolumne for the costs of board and care for each minor placed at the Facility under this Agreement. The payment amount shall be at a per diem rate of (\$100.00) for each 24-hour period or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Tuolumne County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
- ii. Legal Services: Agency shall be solely responsible to make certain that those minors detained in the Facility by order of the Agency Juvenile Court receive all legal services required by applicable law.
- iii. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceedings is initiated by or on behalf of any Agency minors placed in the Facility, Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless Tuolumne County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.
- iv. Medical and Psychological Services: Routine medical care provided pursuant to Tuolumne County's Agreements with California Forensic Medical Group, Inc., which includes but is not limited to health screening, dental screening, pharmaceuticals and medical supplies, and responding to sick calls are covered in the cost of Board and Care, as set forth above in paragraph i. Agency agrees to pay for or to reimburse Tuolumne County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by an Agency minor placed pursuant to this Agreement that are outside of services provided above. Agency agrees to pay for any costs above \$15,000 per medical/surgical inpatient episode. To the extent authorized by law, Tuolumne County is authorized, without the need for any further authorization, to obtain emergency medical, dental, mental health care for Agency minors housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other services must be pre-authorized by Agency.

- v. Education: The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district/county office of education within the Tuolumne County Juvenile Detention Facility.
- vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation
Attention Business Manager
465 South Washington Street
Sonora, CA 95370

C. TRANSPORTATION

- i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.
- ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

- i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

- i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the at the time of booking.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

4. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

5. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

6. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth and any subsequent reporting requirements as directed by the State.

7. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827 et seq., 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, Title 15 of the California Code of Regulations, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

8. PRISON RAPE ELIMINATION ACT (PREA):

Tuolumne County will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C.15601 Et. Seq.) (PREA), and with all applicable PREA Standards, Division of Juvenile Justice (DJJ) Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Tuolumne County acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

9. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

1. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

2. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

3. INDEMNIFICATION

- a. Each party shall indemnify, defend, protect, hold harmless and release the other, their elected bodies/representatives, officers, agents, employees and volunteers, from and against, any and all claims, losses, proceedings, damages, causes of action, liability costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.
- b. The provisions of this Section shall survive the termination or expiration of this Agreement.
- c. In the event of concurrent negligence by Tuolumne County, its elected bodies/representatives, officers, employees, agents and volunteers and those of Inyo County and its elected bodies/representatives, officers, employees, agents and volunteers, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence.

4. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:
Chief Probation Officer
County of Inyo
P.O. Box T
Independence, CA 93526
Fax: (760) 878-0436

COUNTY:
Chief Probation Officer
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5510

5. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information

Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

15. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

16. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

18. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

19. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

20. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

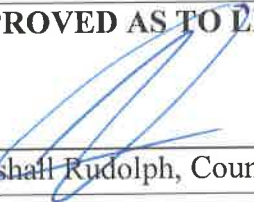
21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

22. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY:  _____ Craig Pedro, County Administrator	AGENCY: _____ Kevin Carunchio, CAO/Clerk of Board of Supervisors of the County of Inyo
 _____ Linda Downey, Chief Probation Officer	 _____ Jeff Thomson, Chief Probation Officer
APPROVED AS TO LEGAL FORM:  _____ Sarah Carrillo, County Counsel	APPROVED AS TO LEGAL FORM:  by  _____ Marshall Rudolph, County Counsel
	 _____ Mark Tillemans, Chairman, Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

16

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **September 12, 2017**

SUBJECT: Request to fill (4) four Correctional Officer positions

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for the requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
- 3) Approve the hiring for (4) Correctional Officer positions (Range 64 \$ 3,886-\$4,723)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to (3) recent resignations and (1) internal promotion, the Sheriff's Office has (4) Correctional Officer position vacancies, in addition to an already existing vacancy, which the Board has approved to be filled. The Sheriff's Office has a recently established list of applicants and has candidates in the hiring process for (2) of these positions. The Sheriff's Office is currently recruiting to fill the remaining vacancies. The hiring of these Correctional Officer positions will fall within the Sheriff's current authorized strength.

ALTERNATIVES:


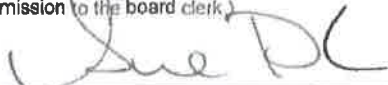
Deny the filling of (4) four Correctional Officer positions.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

The Correctional Officer positions are currently budgeted in the Board approved 2017-2018 Jail General budget (022900).

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ 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: <u>eye</u> Date <u>9/7/2017</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>J</u> Date <u>9/7/17</u>

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



Date: 9-7-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Sheriff Bill Lutze

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Request to fill one (1) vacant Public Safety Dispatcher II position.

DEPARTMENTAL RECOMMENDATION:

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

1. The availability of funding for the requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2. Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
3. Approve the hiring of one (1) Public Safety Dispatcher II position (Range 60, \$3,471-\$4,216) and authorize up to the E step based on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This dispatcher position was vacated on September 4, 2015. Since that time, two separate applicants were hired to fill the position but both have since resigned. It is imperative that we fill the vacant position as soon as possible, as there are currently only five other dispatchers to cover the duties 7 days a week/24 hours a day. Until the position is filled, we have had to have other Dispatchers, Deputies or Supervisors fill in as necessary, which results in additional unanticipated overtime expenses. We are currently in the application process for a Public Safety Dispatchers II position. We request your Board to authorize, pursuant to the candidate's qualifications and experience, the hiring of a qualified candidate up to the E step. Hiring of this position falls within the Sheriff's Office current authorized strength.

ALTERNATIVES:

Deny filling the Public Safety Dispatcher II position.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's office

FINANCING:

The Public Safety Dispatcher II position is included in the 2017-2018 Sheriff's General budget (022700).

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: <u>yes</u> Date <u>9/7/2017</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>9/7/17</u>

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



Date: 9-7-17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: County Administrator-Office of Emergency Services

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Proposed Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Program Application and Resolution identifying the County Administrator/Director of Emergency Services as the County's Authorized Agent for executing actions necessary to obtain the Fiscal Year 2017 Emergency Management Performance Grant (EMPG) and related federal financial assistance by the Department of Homeland Security through the State of California

DEPARTMENTAL RECOMMENDATION:

Request your Board:

(A) Review the proposed Federal Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable;

(B) Approve the submittal of the Federal Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving "Governing Board Resolution No. 2017-44" designating the County Administrator/Director of Emergency Services as the County's Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub awarded through the State of California; and

(C) Authorize the Chairperson to sign the Resolution Addendum letter.

SUMMARY DISCUSSION:

This is an application to apply for funding through the Emergency Management Performance Grant (EMPG) Program for Federal Fiscal Year 2017. This is federal Department of Homeland Security funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for \$128,784 in grant funding.

The Federal Government, through the EMPG, provides direction, coordination and guidance, and provides necessary assistance, to support a comprehensive all-hazards emergency preparedness system. The FY 2017 EMPG will provide federal funds to assist emergency management obtain the resources required to support implementation of the National Preparedness System (NPS) and the National Preparedness Goal (NPG). The NPS outlines an organized process for everyone in the "whole community" to move forward with their preparedness activities and achieve the NPG. The NPG defines what it means for the "whole community" to be prepared for all types of disasters and emergencies. Preparedness is a shared responsibility, which calls for the involvement of everyone in preparedness efforts, not just government. By working, planning, preparing and training together, everyone can keep the community safe from harm and help keep it resilient when struck by hazards and disasters.

In recent years, the demands of managing the County’s emergency services, both locally and internally, has outpaced existing County staff resources and has necessitated diverting staff time from assigned daily responsibilities to countless emergency services tasks, resulting in less resources being available to support other County Administration programs and services. Examples of these emergency services demands include: the increased frequency in which natural disasters have visited the county in recent years; the County’s need to rely on CalOES for assistance in responding to these disasters; a noticeable increase in day-to-day requests that CalOES makes to counties relative to general emergency preparedness; and, the County currently having 5 active local emergencies that bring a host of work during and subsequent to the event.

A portion of the 2017 EMPG Program funds are budgeted to pay for the costs associated with the dedicated Emergency Services Manager position that was approved by your Board in July of 2016. In addition to being a standing and integral part of the County’s emergency response and post-emergency recovery work, the Emergency Services Manager position is envisioned as serving as a day-to-day liaison between the County’s Director of Emergency Services and County departments, other Operational Areas, CalOES, local partnering agencies, local Tribes, local volunteer groups and community members; managing the EMPG Program grant as well as other Homeland Security Grants; and, coordinating emergency management training and exercises for the County’s workforce. Special projects, such as the recent Hazard Mitigation Plan (and future efforts to secure hazard mitigation funding) will be coordinated by or assigned to the Emergency Services Manager.

ALTERNATIVES:

Your Board could choose not to apply for 2017 EMPG Program funding, however, this is not recommended. Demands for County emergency services – preparation, response, and recovery – continue to increase and exceed the capacity of current County resources. As a result, the County’s effectiveness in day-to-day operations as well as emergency preparedness and response are diminished.

OTHER AGENCY INVOLVEMENT:

Funding for this grant is provided and administered by State of California Governor’s Office of Emergency Services (CalOES).

FINANCING:

The grant application is for \$128,784 and requires a dollar-for-dollar County match that has been included in the Fiscal Year 2017-2018 CAO Recommended Budget.

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>9/7/17</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>9/7/2017</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>9/7/17</u>

DEPARTMENT HEAD SIGNATURE:  Date: 9/7/17
 (Not to be signed until all approvals are received)



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: kcarunchio@inyocounty.us



September 12, 2017

California Office of Emergency Services
Emergency Management Grants Unit
3650 Schriever Avenue
Mather, CA 95655

On September 12, 2017, the Inyo County Board of Supervisors resolved that the County Administrative Officer / Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Kevin Carunchio serves in both of these capacities. His information is as follows:

Kevin D. Carunchio
County of Inyo
County Administrative Officer
Director of Emergency Services
224 N. Edwards Street
P.O. Drawer N (use as mailing address)
Independence, CA 93526
kcarunchio@inyocounty.us
(760) 878-0292-phone
(760) 878-0465-FAX

Sincerely,

Mark Tillemans
Chairperson, Board of Supervisors

Governing Body Resolution
RESOLUTION 2017-44

BE IT RESOLVED BY THE _____ **Board of Supervisors** _____
(Governing Body)

OF THE _____ **County of Inyo** _____ THAT
(Name of Applicant)

County Administrative Officer _____, OR
(Name or Title of Authorized Agent)

Director of Emergency Services _____, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this _____ **12th** _____ day of _____ **September** _____, **20 17**

Certification

I, _____ **Darcy Ellis** _____, duly appointed and
(Name)

Assistant Clerk _____ of the _____ **Board of Supervisors** _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ **Board of Supervisors** _____ of the _____ **County of Inyo** _____ on the
(Governing Body) (Name of Applicant)

12th _____ day of _____ **September** _____, **20 17**

Assistant Clerk of the Board
(Official Position)

(Signature)

(Date)

(Cal OES Use Only)

Cal OES #	FIPS #	VS#	Subaward #
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. Subrecipient:** County of Inyo **1a. DUNS#:** 010706687
- 2. Implementing Agency:** County of Inyo **2a. DUNS#:** 010706687
- 3. Implementing Agency Address:** 224 N. Edwards Street/P.O. Drawer N Independence 93526-0613
Street City Zip+4
- 4. Location of Project:** Independence Inyo 93526-0613
City County Zip+4
- 5. Disaster/Program Title:** Emergency Management Performance Grant **6. Performance Period:** 07/01/17 to 06/30/18
- 7. Indirect Cost Rate:** N/A; 10% de Minimis; Federally Approved ICR;

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2017	8. EMPG		\$128,784		\$128,784		\$128,784	\$257,568
Select	9. Select							
Select	10. Select							
Select	11. Select							
	12. TOTALS		\$128,784	\$128,784	\$128,784		\$128,784	12G. Total Project Cost: \$257,568

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

I believe there is information in the application that is exempt from the Public Records Act and have attached a document to support it.
 (Initials)

- 15. Official Authorized to Sign for Subrecipient:** Name: Kevin D. Carunchio Title: County Administrative Officer
- Telephone: 760-878-0292 (area code) FAX: 760-878-0456 (area code) Email: kcarunchio@inyocounty.us
- Payment Mailing Address: P.O. Drawer N City: Independence Zip+ 4: 93526-0613
- Signature: _____ Date: _____

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer _____ Date _____ Cal OES Director (or designee) _____ Date _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 19
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Creation of an Owens Valley Archeological District

DEPARTMENTAL RECOMMENDATION: Receive a presentation from Planning staff, the Bureau of Land Management, and Great Basin Unified Air Pollution Control District regarding the creation of an archeological district within the Owens Lake and potentially provide direction.

SUMMARY DISCUSSION: On July 13, 2017, the Great Basin Unified Air Pollution Control District (District) Board heard a proposal to nominate the Owens Lake to the National Register of Historic Places as an Archaeological District. Within the presentation a brief timeline of decisions and orders were presented to the Board explaining the dust mitigation efforts required of LADWP for the Owens dry lake. Such efforts have taken nearly two decades and were explained to continue in the similar, arduous process.

Research on the Archaeological District designation was conducted in an effort to understand what it does and/or what it requires with regard to land use. A search for similar designations and exactly how the establishment of a district affects local agencies was conducted. There is a great wealth of information available; however, few regional examples were found and have assisted in gaining a better understanding.

Archaeological Districts are described in similar manner by both the National Register of Historic Places (branch of the National Park Service) and the California Office of Historic Preservation. According to the National Register of Historic Places, Districts are considered to be a grouping of archaeological sites, buildings, or objects that are linked historically by function, theme, and development or aesthetically by plan. When the applicant files for distinction, the office with which an application is submitted is required to contact the parties that may be affected. It has been explained that if an application is filed with the National Register their office will process the request; verifying listed resources and boundaries and transmit their findings to the state. If an Archaeological District in the specified area is deemed necessary it will then be recorded at the national and state levels.

Examples within Inyo County: Inyo County is currently home to one publically registered district, Fossil Falls Archeological District. This designation was applied for by the Bureau of Land Management and was registered on July 9th, 1980. A description of the district's relevance and goals was found but no analysis of its impact to the region exists.

Fossil Falls is situated in the southernmost section of Owens Valley, bordered to the east by the Coso Range and Coso Volcanic Field and to the west by the Sierra Nevada Mountains. This area is known for its prehistoric and historic, cultural and geologic resources. When the Fossil Falls

Archaeological District was formulated its goal was to provide protection to the geological resources within its boundary. The resources found at Fossil Falls are said to be similar to those found at the Coso Rock Art District, located within the U.S. Naval Air base at China Lake; however, the Coso Rock Art District is not accessible to the public.

Potential Affects Inyo County: Communication with Archaeologists at the State Office of Historic Preservation and the Bureau of Land Management has assisted staff in gaining an understanding of what a newly formulated District might mean for the County of Inyo. Archeologists from both agencies have described the formation of a District to be a benefit to the county. The intent of a District is to categorically list and protect the archaeological sites and remnants found within the proposed area. This initial inventory would be performed by archeologists. Then input from cultural groups, including local Tribes, is considered and findings are presented to governmental agencies.

The State Office of Historic Preservation states that the protection granted to Archaeological Districts is similar to the protections granted to historic resources through the California Environmental Quality Act (CEQA). These archaeological resources are considered a part of the environment and require review under CEQA (Guidelines §15064.5.). Work that is intended to be done to establish an Archaeological District would assist the government body that finds themselves as lead agency. The sites would be categorized and the resources listed as part of the District designation process in effect streamlining the CEQA review process and providing decision makers a fuller understanding of the area as a whole. It remains unclear to staff how the formation of an Archaeological District would impact the county with regard to CEQA responsibilities. Boundaries have not been clearly identified; therefore, private property may or may not be included. In the case that private property is included it is likely that the work done to form this district would prove advantageous for the initial CEQA evaluations as the archaeological areas would have been previously identified.

OTHER AGENCY INVOLVEMENT: Numerous potentially involved agencies, such as; Los Angeles Department of Water and Power, California State Lands Commission (CSLC), Bureau of Land Management (BLM), National Park Service, and other interested individuals and organizations.

<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>
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: 9/30/17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES & PROBATION

FOR THE BOARD MEETING OF: September 12, 2017

SUBJECT: Update on Juvenile Services Transition

DEPARTMENTAL RECOMMENDATION:

Request the Board receive an update from the Probation and HHS Departments reviewing the status of Juvenile Services Transition.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This workshop is scheduled consistent with Board's request for regular updates.

ALTERNATIVES:

Your Board could delay or deny this presentation with no impact on services.

OTHER AGENCY INVOLVEMENT:

Schools, law enforcement and the Juvenile Court

FINANCING:

There is no financing involved in this request.

<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> <p align="right">Approved: _____ Date: _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> <p align="right">Approved: _____ Date: _____</p>
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> <p align="right">Approved: _____ Date: _____</p>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> <p align="right">Approved: _____ Date: _____</p>

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

Mafu Man

Date: 8/2/17

Inyo County Juvenile Justice Reform Update

Implementing Juvenile Justice Reform

THE FEDERAL ROLE



HALLMARKS OF MEANINGFUL NATIONAL JUSTICE REFORM – National Research Council

- Juvenile accountability **without** criminalization
- Alternatives to justice system involvement
- Individualized response based on needs and risks
- Confinement only when necessary for public safety
- Genuine commitment to fairness
- Sensitivity to disparate treatment
- Family engagement

AREAS OF PROBATION, BEHAVIORAL HEALTH, & CHILD WELFARE COORDINATION:

New:

Monthly Multi Disciplinary Team (MDT) meetings with Probation, Behavioral Health, and Child Welfare staffs have been developed to create a formalized time for the cross departmental conversations needed for early case identification and implementation of the Child and Family Team approach.

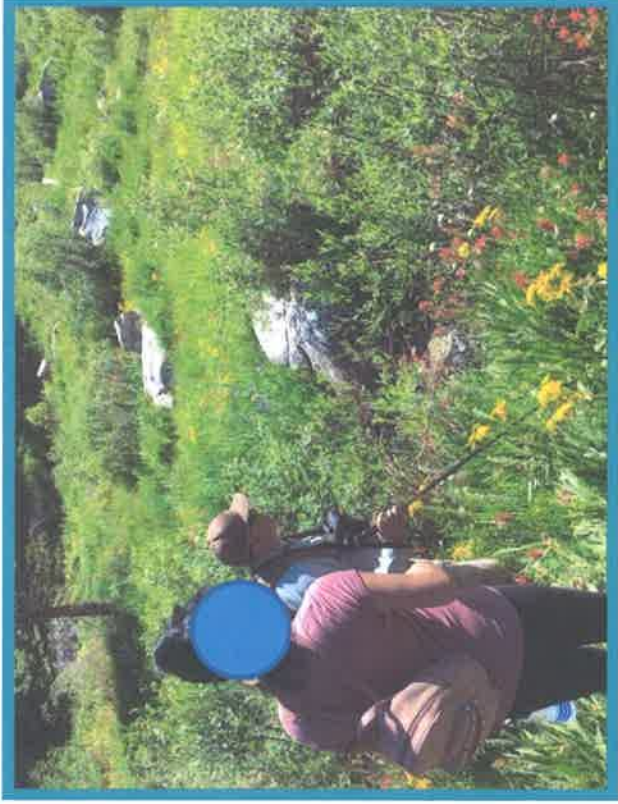
Under the leadership of the County DA and Superintendent of Schools, Probation and HHS are partnering in a revitalized School Attendance Review Board (SARB) process.

Continuing:

Continuum of Care Reform (CCR) Implementation meetings every other week attended by Probation, Behavioral Health, and Child Welfare Supervisors will continue.

Implementation of both a shared Level of Care (LOC) state assessment tool, as well as the shared Child and Adolescent Needs and Strengths (CANS) assessment for all children across Probation, Behavioral Health, & Child Welfare systems is moving forward.

Summer Community Collaboration Activities:



- IC SOS & Probation Summer Fitness Program
- Probation Summer Bike Maintenance Program
- HHS Behavioral Health Boys & Girls Groups
- HHS Prevention Triple P Parenting Classes
- Probation Cooking Class
- HHS Prevention & Probation Hikes
- HHS Prevention Rock Climbing
- HHS Behavioral Health Day Camp

Summer Community Collaboration Activities:



Be the BEST Parent Your Kids Deserve!

Join the **Parenting Your Kids Deserve!** program. This program is designed to help parents learn how to best parent their children. The program is free and open to all parents. The program is held on **Wednesdays 5:00-7:00 PM**. Call **760-316-8000** to register for the program.

Parenting Your Kids Deserve!

Join the **Parenting Your Kids Deserve!** program. This program is designed to help parents learn how to best parent their children. The program is free and open to all parents. The program is held on **Wednesdays 5:00-7:00 PM**. Call **760-316-8000** to register for the program.



LONE PINE
 Location: June 21 & July 29
 Location: 1885 Milling, 3001 N. Hill, Lone Pine, CA

Summer Bicycle Maintenance Program
 Location: June 27 & August 1
 Location: Big Pine High School, 3001 N. Hill, Lone Pine, CA

Summer Fitness Program
 Location: June 21 & July 11
 Location: Kinmont Middle School (KMS), 166 Grandview Rd., Lone Pine, CA

Cooking & Program
 Location: Jill Kinmont Middle School (KMS), 166 Grandview Rd., Lone Pine, CA
 Phone: 809-737-2500
 Website: www.kms.k12.ca.us

Available Cross System Trainings 2017-18:

- Child & Adolescent Needs & Strengths Assessment (CANS) Inyo-based Staff Trainings
- Confrontational Interviewing
- Working With Addicted Families
- CWS/CMS Data System utilization (suite of 8 days of training)
- Domestic Violence
- Concurrent Planning
- Skills to Facilitate Family Change
- Trauma Informed Organizations
- Family Meeting Facilitation Parts 1 & 2
- Family Conferencing
- Triple P Teen Standard (Parenting Teenagers)



INYO COUNTY
FISH AND WILDLIFE COMMISSION
787 NORTH MAIN STREET STE 220
BISHOP, CA 93514

#22

COMMISSION MEMBERS
DOUGLAS BROWN
GARY GUNSOLLEY
BRUCE IVY
GARRETT MCMURTRIE
JOE PECSI

ALTERNATE MEMBER
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

September 5, 2017

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Gentlemen:

At their August 17, 2017 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors authorize the Commission to send a letter to the California Department of Fish and Wildlife Upland Game Specialist, requesting a change in the dove hunting regulations in Inyo County and the Eastern Sierra, to set one longer season.

Attached is the draft minutes of the meeting, along with a draft of the letter the Commission would like considered.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary

FISH AND WILDLIFE COMMISSION
MINUTES
August 17, 2017 Meeting

The Inyo County Fish and Wildlife Commission met in regular session, at 2:30 p.m., on August 17, 2017, in the Conference Room at the California Department of Fish and Wildlife Office at 787 North Main Street, Suite 220, in Bishop, California as follows.

Call to Order: Joe Pecs, Chairperson, called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Joe Pecs, Chairperson, Doug Brown, John Fredrickson and Larry McIntosh. Commissioners Steve Ivey and Garrett McMurtrie were absent.

Public Comment: The Chairperson announced the public comment period. There was no public comment.

Financial Report: The Commission secretary, Ms. Gunsolley, provided the financial report on the Fish and Game Budget and Fish and Game Fine Fund. She reported that the fund balance is currently \$5,772.

Action Item - Approval of Minutes: Moved by Commissioner McIntosh and seconded by Commissioner Brown to approve the minutes of the July 20, 2017 Fish and Wildlife Commission Meeting, motion passed unanimously with Commissioner Fredrickson abstaining and Commissioners Ivey and McMurtrie absent.

Action Item – Change in Dove Season Regulations: The Commission heard from Mr. Duane Rossi who requested the Commission consider recommending the Board of Supervisors support a request to change the split Dove Season (September 1-15 and November 11-25, 2017) in the Eastern Sierra to have one longer season. Supervisor Rick Pucci explained that Mr. Rossi had first made his request to the Board of Supervisors who had redirected the request to the Commission for its recommendation. Mr. Rossi explained that since the split season was instituted many years ago, the Eastern Sierra has seen revenues generated from dove season hunting steadily and consistently decline. He said he believes the split season in Inyo County is limiting because of the early September cold weather that historically hits the area which causes the dove to migrate south to the warmer regions in other parts of the State. He said that later in the month and into October there are subsequent migrations of dove populations that arrive in the area. He asked the Commission to consider requesting that the dove hunting season in Inyo County and the region be changed back to one season to provide greater opportunities for dove hunting to help improve the fall economy in the area. Lt. Daily of the local Fish and Wildlife Office said that he thought the later season was developed because it was beneficial to the warmer areas in southern and western areas of the State. The Commission and Mr. Rossi discussed the request. Mr. Rossi expressed his thanks to the Commission for considering his request and the Chairperson requested Mr. Rossi, to memorialize his request, put his request in writing to the Commission. Moved by Doug Brown and seconded by Larry McIntosh to request permission to send a letter to the California Department of Fish and Wildlife Upland Game Specialist requesting special dove regulations in Inyo County and the Eastern Sierra that set one longer hunting season, and authorize the Chairperson of the Commission to sign correspondence as appropriate. Motion carried unanimously.

Action Item – Legislation: The Chairperson asked if there was any current legislation to be discussed. No discussion took place.

California Department of Fish and Wildlife Updates (DF&W) and other Agency Reports: The Chairperson asked for agency reports. Mr. John Erdman reminded everyone of the upcoming Friends of the Mount Whitney Fish Hatchery fund raiser BBQ that was happening on Saturday. He went on to report on high country fishing conditions. He reported on the frog project to reintroduce frogs in the Big Pine area. The Commission and Mr. Erdman continued to discuss fishing conditions and opportunities. Mr. Mike Morrison of the CA DF&W updated the Commission on current deer herd populations throughout the area, the impact of the severe winter on the deer populations, and the herd collaring project in the West Walker. Lt. Bill Daily reported on law enforcement activities throughout the area, including officer vacancies, upcoming archery deer hunting, and fishing regulation citations.

Commission Member Reports: The Chairperson called for Commission Member reports. Commissioner Peci briefly talked about the information he had forwarded concerning the habitat project in Cartego. Commissioner Fredrickson reported that he had a customer who had caught a nice cutthroat at Crowley.

Next meeting: The Commission discussed the date for the September meeting, with the Chairperson informing the Commission that he would be unable to attend. Commissioner Brown, the Vice-Chairperson, indicated that he would be attending the meeting. The Chairperson confirmed September 21, 2017 as the date of the next Regular Commission Meeting.

Adjournment: Moved by Commissioner Brown and seconded by Commissioner McIntosh to adjourn the meeting at 4:20 p.m. Motion carried unanimously, with Commissioners Brown, McIntosh, Peci, and Fredrickson voting yes, and with Commissioners McMurtrie and Ivy absent.



INYO COUNTY
FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS
DOUGLAS BROWN
JOE PECSI
LARRY MCINTOSH
GARRETT MCMURTRIE
STEVE IVEY

ALTERNATE
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

August 28, 2017

Mr. Scott Gardner
Senior Environmental Specialist
Upland/Small Game Program
Wildlife Branch-Game Management
California Department of Fish and Wildlife
1812 9th Street
Sacramento, CA 95811

Dear Mr. Gardner:

The Inyo County Fish and Wildlife Commission requests the California Department of Fish and Wildlife work within the Federal Guidelines to set new regulations for "dove hunting season," in the Eastern Sierra. The Commission is requesting the special regulations set the season to begin on September 1 and run consecutively through October 20.

Currently the statewide season is split into two dates *September 1, through 15 and November 11 through December 25*. While the split season is reasonable in many areas of the State, it is not compatible with the fall and winter weather in the Eastern Sierra. Because migratory doves are sensitive to cold weather and historically the Eastern Sierra has seasonally cold weather in November and December, the second segment of the dove hunting season is virtually non-existent in our area. When the season was split many years ago it was to provide the warmer coastal areas of the State with greater numbers of dove. However, since the implementation of the split season, Inyo County has experienced a continued decrease in dove hunting tourism. This decrease has adversely affected the County's economy. With only 2% of the land in Inyo County being privately owned, the County is dependent upon its tourist based economy. Any negative impact to the resources that generate tourism, adversely impacts the people who live and recreate in Inyo County. The special regulations would eliminate the detrimental impacts of a split season in our area, while enabling dove hunters a greater opportunity to hunt dove statewide.

The Commission appreciates your consideration of its request to set the hunting season in Inyo County and the Eastern Sierra as September 1 through October 20. Please let the Commission know how it may help in this endeavor.

Sincerely,

Joe Peci, Chairperson
Inyo County Fish and Wildlife Commission

cc: Board of Supervisors

Regulations

Nonlead Regulations

- As of July 1, 2016, nonlead shot is required when taking upland game birds with a shotgun, except for dove, quail, snipe, and any game birds taken on licensed game bird clubs. Please plan accordingly. See [more on nonlead ammunition](#).

2017 - 2018 Seasons and Limits

Species	Season / Area	Season Dates	Daily Bag Limit	Possession Limit
Mourning Dove and White-winged Dove	Statewide	Sep 1 - 15 & Nov 11 - Dec 25	15, up to 10 of which may be white-winged doves	Triple the daily bag
Spotted Dove, and Ringed Turtle Dove			No limit	
Eurasian Collared-dove		All Year	No limit	
Species	Season / Area (Zone Map)	Season Dates	Daily Bag Limit	Possession Limit
<u>Band-tailed Pigeon</u>	North	Sep 16 - 24	2per day	Triple the daily bag
	South	Dec 16 - 24		
Species	Season / Area	Season Dates	Daily Bag Limit	Possession Limit
Snipe	General / Statewide	Oct 21 - Feb 4	8	Triple the daily bag

Wildlife Branch - Game Management

1812 9th Street, Sacramento, CA 95811
(916) 445-0411