

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.

February 25, 2020 - 8:30 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Name of case: *LADWP v. Inyo County et al.* (Kern County Superior Court Case No. BCV-18-101513-KCT (CEQA)).
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (*one potential case*).
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.
5. **PLEDGE OF ALLEGIANCE**
 6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 7. **PUBLIC COMMENT**

8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
9. **PROCLAMATION** - Request Board: A) approve a proclamation from the Eastern Sierra Cancer Alliance declaring March 2020 Colorectal Cancer Awareness Month in Inyo County; and B) hear an update from ESCA and its community partners on related activities.

CONSENT AGENDA (Approval recommended by the County Administrator)

10. **County Administrator - Recycling & Waste Management** - Request Board authorize the Assistant County Administrator to sign all documents necessary to open a new Inyo County credit line, not to exceed \$20,000, with WEX Bank for Recycling and Waste Management fleet fuel purchases, subject to the same general terms and conditions of the County's existing credit account with WEX Bank.
11. **Health & Human Services - First 5** - Request Board approve amendments to Article V of the bylaws for the First 5 Children and Families Commission, adding an alternate member of the community to its composition.

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

12. **Health & Human Services** - Request Board ratify and approve Amendment Number 2 to Standard Agreement for Contract Number AP-1920-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$277,146, for a total contract amount of \$1,163,367, and authorize the HHS Director to sign the Standard Agreement Amendment.
13. **Health & Human Services** - Request Board ratify and approve the contract between County of Inyo and Anne Sippi Treatment Group for residential placement for an adult in need of this level of care in an amount not to exceed \$26,000 for the period of February 1, 2020 to June 30, 2020, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement.
14. **County Administrator - Information Services** - Request Board receive an update on department operations from Information Services Director Scott Armstrong.
15. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of February 18, 2020.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

16. **10:30 A.M. - HEALTH & HUMAN SERVICES** - Request Board enact a proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Title 2 of the Inyo County Code to Add a Chapter Pertaining to the County Behavioral Health Advisory Board."

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

17. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

18. **Inyo County Sheriff** - Overtime reports for Sheriff's Office and Jail for the months of December 2019 and January 2020.



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING MARCH 2020 COLORECTAL CANCER AWARENESS
MONTH IN INYO COUNTY**



WHEREAS, Eastern Sierra Cancer Alliance (ESCA) is a grassroots organization founded in 2001, initially with the mission to support and provide resources to residents diagnosed with breast cancer; and

WHEREAS, the non-profit organization has expanded in both size and scope over the past 20 years to serve residents of Inyo and Mono counties diagnosed with all forms of cancer and,

WHEREAS, for almost two decades ESCA Board members have coordinated their efforts with countless, compassionate volunteers and community organizations in service to those with cancer diagnoses – friends, family members, neighbors; and

WHEREAS, this service includes providing resources and educating the community about different forms of cancer in an effort to increase community awareness of current practices and positive outcomes; and

WHEREAS, ESCA also provides financial and moral support for clients and families as they cope with their cancer diagnosis and costs of treatment; and

WHEREAS, ESCA continues to work diligently to maintain a respectful relationship with its clients and local governments, organizations and individuals with which it partners; and

WHEREAS, gaining the trust and commitment of various Inyo and Mono organizations, businesses, and healthcare agencies has allowed ESCA to continue its mission, improve programs and serve more than 400 clients since 2001 – many of whom have needed repeat assistance due to travel out of the area for oncology appointments and cancer treatments; and

WHEREAS, colorectal cancer (cancer that starts in the colon or rectum) is the third most commonly diagnosed cancer and the second leading cause of cancer death in men and women combined in the United States; and

WHEREAS, since the mid-1980s, the colorectal cancer survival rate has been increasing, due in part to increased awareness and screening; and

WHEREAS, wearing blue represents the eternal memory of those whose lives have been lost to colorectal cancer and the hope for a future free of disease; and

WHEREAS, March is National Colorectal Awareness Month; and

WHEREAS, there is a higher incidence of colorectal cancer in the Eastern Sierra than the rest of the nation.

NOW THEREFORE BE IT RESOLVED THAT, the Inyo County Board of Supervisors declares March 2020 Colorectal Awareness Month in Inyo County, with the explicit intent of improving awareness of a cancer that is preventable, treatable and beatable.

Chairperson, County of Inyo Board of Supervisors

Attest: *CLINT C. QUILTER*
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: February 25, 2020

FROM: Leslie Chapman

SUBJECT: Agreement for credit card account with WEX Inc. for a fuel fleet card

RECOMMENDED ACTION:

Request Board authorize the Assistant County Administrator to sign all documents necessary to open a new Inyo County credit line, not to exceed \$20,000, with WEX Bank for Recycling and Waste Management fleet fuel purchases, subject to the same general terms and conditions of the County's existing credit account with WEX Bank.

SUMMARY/JUSTIFICATION:

The Recycling Waste Management department currently purchases fuel for all department vehicles and equipment with a credit card account with the CFN network. The CFN card has a limited number of fuel stations that accept this card. The WEX fleet card is accepted at 70% more fuel stations than the CFN card. There will be a cost savings with more stations to choose from.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to switch over to the WEX fuel card, this is not recommended due to the WEX card offering more places to purchase fuel.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

The Department has adequate funding in the Recycling Waste Management budget, 045700, object code 5175 fuel.

ATTACHMENTS:

1. Addendum to Fuel Card Service Agreement

APPROVALS:

Teresa Elliott

Darcy Ellis

Teresa Elliott

Leslie Chapman

Amy Shepherd

Marshall Rudolph

Leslie Chapman

Created/Initiated - 1/24/2020

Approved - 1/24/2020

Approved - 1/27/2020

Approved - 1/28/2020

Approved - 1/29/2020

Approved - 1/30/2020

Final Approval - 1/30/2020

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK, FORMERLY WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ("WEX")
AND SOURCEWELL, FORMERLY THE NATIONAL JOINT POWERS ALLIANCE ("NJPA")
("SOURCEWELL")**

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Vendor Agreement #04216-WEX ("Agreement") entered into between Sourcewell (formerly the National Joint Powers Alliance ("NJPA") ("Sourcewell") and WEX Bank, formerly Wright Express Financial Services Corporation ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity COUNTY OF INYO		Phone # 760.873.5577	Fax # 760.873.5599
Headquarters Name and Physical Address (Do not include PO Box) INYO COUNTY WASTE MANAGEMENT 163 MAY ST BISHOP, CA 93514			
Sourcewell (fka NJPA) Member ID Number 4507		Applicant's Taxpayer ID # (TIN, FEIN or SSN) 95-6005445	
In Business Since (yyyy) 1866	Year of Incorporation (yyyy) 1866	Number of Vehicles 7	Avg Monthly Fuel Expenditures \$10,000
		Avg Monthly Service Expenditures \$	

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

INYO COUNTY WASTE M G

Billing Contact TERESA ELLIOTT	Billing Address 163 MAY ST	City BISHOP	State CA	Zip+4 93514
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Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name TERESA ELLIOTT	Title OFFICE TECH	Phone # 760-873-5577	Fax # 760-873-5599
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Mailing Address (if different from billing address)	City	State	Zip+4
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Email address (required to take advantage of product type card controls)
telliott@inyocounty.us

Check here if business is exempt from motor fuels tax

TERMS

1. This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way.
2. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).
4. **INFORMATION SHARING DISCLOSURE:** Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
5. **Compliance with Federal Law:** Our bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
6. **DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.**
7. This Addendum shall become effective August 14, 2018.

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____ Print Name: Leslie L. Chapman
 Title: Assistant County Administrator Date: 1-30-2020

Complete and sign addendum. Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type SOURCEWELL	Coupon Code	Account Number 04
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County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: February 25, 2020

FROM: Serena Johnson

SUBJECT: Approval of amendment to the Children and Families Commission bylaws adding language that would allow the Board to appoint one alternate community member to the First 5 Children and Families Commission.

RECOMMENDED ACTION:

Request Board approve amendments to Article V of the bylaws for the First 5 Children and Families Commission, adding an alternate member of the community to its composition.

SUMMARY/JUSTIFICATION:

At your September 3, 2019 meeting, the Board introduced and waived further reading of the proposed Inyo County Ordinance 1245, amending Section 2.50.060 and adding language to allow the Board to appoint one alternate community member to the First 5 Children and Families Commission. On September 10, 2019, your Board adopted Ordinance No. 1245. This alternate community member would help ensure a quorum at meetings and increase community involvement in First 5 programs.

On January 23, 2020, the First 5 Children and Families Commission took action to amend its bylaws in accordance with the new ordinance. Your Board is now being asked to approve the changes to the bylaws.

The amended section of the Bylaws, if approved, will read as follows:

Article V: Membership

1. The Commission shall consist of 7 members. Composition of the commission shall be as follows: a. One member and one alternate shall be a member of the Board of Supervisors. The alternate member shall be entitled to vote in the absence of the Board of Supervisor member. b. One member shall be the Health and Human Services Director or his/her designee. c. One member shall be designee, as defined in Health & Safety Code Section 130140, of the Health and Human Services Director. d. Four members who represent any of the following categories and one alternate member from these categories: recipients of project services included in the county strategic plan, educators specializing in early childhood development; representatives of a local childcare resource or referral agency, or a local child care coordination group; representative of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have a goal of promoting, nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric or obstetric association of societies. The alternate member shall be entitled to vote in the absence of the primary member.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve the amended Bylaws, restricting the ability of the First 5 Commission to ensure a quorum and increase community involvement.

OTHER AGENCY INVOLVEMENT:

FINANCING:

No funding is associated with this agenda item.

ATTACHMENTS:

1. First 5 Inyo County Commission Bylaws 1.2020
2. Ordinance 1245

APPROVALS:

Sharon Wilson

Marilyn Mann

Darcy Ellis

Marshall Rudolph

Marilyn Mann

Created/Initiated - 2/5/2020

Approved - 2/17/2020

Approved - 2/18/2020

Approved - 2/18/2020

Final Approval - 2/18/2020

First 5 Inyo County Commission Bylaws

Article I: Name

Inyo County Children and Families Commission

Article II: Authority

The Commission was created by the Inyo County Board of Supervisors pursuant to California Health and Safety Code Section 120110 et seq. ("Children and Families First Act of 1998"; hereafter "the Act".) The Inyo County Children and Families Commission is an agency of the county with independent authority over the strategic plan described in Health and Safety Code Section and the Inyo County Children and Family Trust Fund established pursuant to subparagraph (A) of paragraph (2) of subdivision (d) of Health & Safety Code Section 130105.

Article III: Mission Statement

Recognizing that current research in brain development of young children indicated that the emotional, physical and intellectual environment in which a child grows up is critical to that child's development, the Inyo County Children and Families Commission is committed to building communities that support and insure healthy children, strong families and children learning and ready for school.

Article IV: Duties and Responsibilities

Under the general direction and approval of the Board of Supervisors the Inyo County Children and Families Commission shall:

1. Adopt an adequate and complete county strategic plan for the support and improvement of early childhood development with the county, consistent with the requirements of the Act and any state regulations or guidelines hereinafter enacted to implement the Act. The Commission shall conduct at least one public hearing on its proposed strategic plan before the plan is adopted.
2. Conduct at least one public hearing on its periodic review of the county strategic plan to measure outcomes of its funded programs through the use of reliable indicators before any necessary revisions to the plan are adopted.
3. Submit its adopted county strategic plan and any subsequent revisions thereto, to the First 5 California Children and Families Commission and the Board of Supervisors.
4. Prepare and adopt an annual audit and report pursuant to Section 130150 of the Health and Safety Code Section 130150. The commission shall conduct at least one public hearing prior to adopting any annual audit report.

5. Conduct at least one public hearing on each annual report by the State Children and Families Commission prepared pursuant to Health and Safety Code Section 130150. The commission shall conduct at least one public hearing prior to adopting any annual audit report.
6. Make copies of its annual audits and reports available to members of the general public on request and at no cost.
7. Administer the moneys in the Children and Families Trust Fund, consistent with the requirements of the Act and its adopted strategic plan.
8. Prepare and adopt an annual budget for the administration and implementation of the Commission's Strategic Plan.
9. Apply for gifts, grants, donations, or contributions of money, property, facilities, or services from any person, corporation, foundation, or other public or private entity, in furtherance of a program of early childhood development.
10. Enter into such contracts as necessary or appropriated to carry out the provisions and purposes of this act.
11. To exercise all powers, duties, and functions as are prescribed by statute, the Board of Supervisors, and the Commission.

Article V: Membership

1. The Commission shall consist of 7 members. Composition of the commission shall be as follows:
 - a. One member and one alternate shall be a member of the Board of Supervisors. The alternate member shall be entitled to vote in the absence of the Board of Supervisor member.
 - b. One member shall be the Health and Human Services Director or his/her designee.
 - c. One member shall be designee, as defined in Health & Safety Code Section 130140, of the Health and Human Services Director.
 - d. Four members who represent any of the following categories **and one alternate member from these categories:** recipients of project services included in the county strategic plan, educators specializing in early childhood development; representatives of a local childcare resource or referral agency, or a local child care coordination group; representative of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have a goal of promoting, nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric or obstetric association of societies. **The alternate member shall be entitled to vote in the absence of the primary member.**
2. Commission members shall be appointed by the Board of Supervisors. Commission members shall serve at the pleasure of the Board of Supervisors. The term of office of each member shall be for three years, and until the appointment of his/her successor.

3. Terms of office of the commission members shall be staggered. At the First meeting of the Commission, those two members representing various categories provided for in Section 2.59.060 shall classify themselves by lot so that one member shall have a term of office for three years, and the other member shall have a term of office for two years.
4. Notice of vacancies shall be shared with the community and the position shall be appointed by the Board of Supervisors. Efforts should be made to ensure that the racial and cultural composition of the Commission is reflective of persons and families within the community.
5. A vacancy on the Commission shall occur automatically on the occurrence of any of the following events before the expiration of the term:
 - a. Removal of the incumbent for any reason.
 - b. Death or resignation of the incumbent.
 - c. Ceasing to be a representative from the various categories provided for in Section 2.50.060 of the Inyo County Code. Failing to attend 75% of the Commission meetings within each twelve (12) month period.
6. The Board of Supervisors may remove a Commission member.
7. The Board of Supervisors shall make interim appointments to fill unexpired terms in the event of vacancies occurring during the term of members of the Commission. The Board of Supervisors shall act within sixty (60) days to fill a vacancy.
8. The Commission may appoint "non-voting" members to the Commission at its discretion. Non-voting members do not vote on formal actions taken by the Commission. Non-voting members shall be appointed, reappointed and/or removed.

Article VI: Officers and Duties

1. The officers of the Commission shall be a Chairperson, elected annually to serve for a term of one year, a Vice Chairperson and such officers as the Commission may designate. Pursuant to section 2.50.110 of the Inyo county Code, the commission shall make such rules and regulations as are necessary to conduct its business.
2. All officers shall be elected by a majority of the voting members of the Commission at a regular meeting or special meeting where a quorum is present. This person must be a member of the Commission duly appointed by the Board of Supervisors. All officers shall hold office until their successors are duly elected. Officers may be re-elected to the same office or elected to a different office without restriction on the number of terms.
3. The Chairperson of the commission shall preside over all business and meetings of the commission. In the absence of the Chairperson, the Vice Chairperson shall conduct routine business matters and meetings.

4. The Health and Human Services Department Director, or his/her HHS designated commission member, shall serve as the liaison between the Commission and the Board of Supervisors and shall have the following duties:
 - a. The Commission Liaison shall certify the occurrence of any vacating event to the Board of Supervisors.
 - b. The Commission Liaison shall coordinate working operations between the Commission and necessary County offices regarding finances and operations, including appropriate oversight and administration of any contractual agreements for services as recommended by the Commission to the Board of Supervisors.
 - c. The Commission Liaison shall ensure the review of the Ordinance for continued appropriateness by the end of the first quarter of operation.

Article VII: Committees

1. The Commission shall establish one or more advisory committees to provide technical and professional expertise and support for purposes beneficial to accomplishing this Act.
2. Advisory committee members shall be paid reasonable per diem and reimbursement of reasonable expenses for attending meetings and discharging other official responsibilities inside and outside the County as authorized by the Commission, at the standard County rate.
3. To the extent feasible, the Commission shall utilize existing commissions, committees, and councils as technical advisory groups for purposes of strategic planning and program development.
4. Advisory Committees shall meet at the request of the Commission.

Article VIII: Meetings

1. The Commission shall meet as often as necessary to conduct business. The date, time, and place of meetings shall be established by majority vote of the Commission. The Commission's meetings are subject to the open meeting laws contained in the Ralph M. Brown Act.
2. A quorum shall be required for Commission actions. A quorum shall consist of a majority of the appointed members.
3. Approval of expenditure recommendations in excess of \$50,000, final adoption of the county strategic plan, and the election or removal of officers requires an affirmative vote of a majority of the members of the Commission.
4. Records shall be kept of all Commission actions as part of the Commission meeting minutes.

Article IX: Commission Work

The Commission shall retain authority to direct staff and assign duties as deemed necessary to conduct business.

Article X: Compensation

The members of the Commission shall serve without compensation, but may receive actual and necessary expenses as are incurred in carrying out their duties. This includes, but is not limited to, compensation for childcare for attendance of Commission meetings since our commission supports the importance of both quality child care services, and ensuring that parents from all walks of life are able to serve on our commission.

Article XI: Conflict of Interest

Commission members will declare to the Commission when they perceive a potential conflict of interest may be present, including but not limited to, situations involving financial interests of a member or a member's spouse, or with any agency or individual being considered for funding.

If any Commission member has a direct, indirect, or perceived conflict of interest with any decision being made by the Commission, the Commissioner shall declare the conflict and abstain from making, participating in making, or in any way attempting to use his or her official position to influence any decision by the Commission on any grant or contract. Such declaration of conflict and abstention shall be noted in the minutes.

Direct or indirect conflict of interest shall include, but not be limited to, the financial interests of a member or the member's spouse in any potential recipient (agency or individual) which is being considered for any grant or contract approved by the Commission.

All Commission members (voting and non-voting) shall abide by the Conflict of Interest Policies governing conflict of interest adopted by the Inyo County First Five Commission and applicable state law.

Article XII: Amendment of Bylaws

These Bylaws may be amended, with the exception of the rules of membership pursuant to section 2.50.060 of the county code, only by action of the Commission at any meeting of the commission. Notice of such proposed amendment shall be given in the manner prescribed for notices of regular meetings of the Commission.

ORDINANCE 1245

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.50.060 OF THE INYO COUNTY CODE, PERTAINING TO THE MEMBERSHIP OF THE CHILDREN AND FAMILIES COMMISSION

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update the Inyo County Code to permit the inclusion of one alternate community member on the Inyo County Children and Families (“First 5”) Commission.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Health and Safety Code § 130140.

SECTION THREE. FINDINGS.

The addition of an alternate community member to the First 5 Commission will assist First 5 in carrying out its mission by increasing the likelihood that a fully-staffed Commission is available to vote at Commission meetings. The addition of one alternate community member will keep the First 5 Commission within the range of five to nine members, as dictated by Health and Safety Code § 130140(a)(1)(A).

SECTION SIX. SECTION 2.50.060 OF THE INYO COUNTY CODE AMENDED.

Section 2.50.060 of the Inyo County Code is hereby amended as follows:

The Commission shall consist of seven primary members and two alternate members, who may participate in all Commission meetings but may only cast votes in the event the primary member is absent from a Commission meeting. The membership shall consist of one member of the Board of Supervisors, and one alternate member of the Board of Supervisors, the health and human services department director or his/her designee, one designee of the health and human services director from persons listed at Health & Safety Code Section 130140(a)(1)(A)(i), and four members who represent any of the following categories and one alternate member from these categories:

- a) Recipient of project services included in the County strategic plan
- b) Educators specializing in early childhood development
- c) Representatives of a local child care resource or referral agency, or a local child care coordinating group
- d) Representatives of a local organization for prevention or early intervention for families at risk;

- e) Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development;
- f) Representatives of local school districts; and
- g) Representatives of local medical, pediatric, or obstetric associations or societies.

SECTION SEVEN. SEVERABILITY.


If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION EIGHT. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this 10th day of September, 2019, by the following vote:

AYES: -4- Supervisors Griffiths, Kingsley, Tillemans, Totheroh
NOES: -0-
ABSTAIN: -0-
ABSENT: -1- Supervisor Pucci



MATT KINGSLEY, Vice Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: 

Darcy Ellis, Assistant
Assistant Clerk of the Board



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 25, 2020

FROM: Melissa Best-Baker

SUBJECT: Board approval of Amendment Number 2 of the Standard Agreement for Contract Number AP-1920-16 between California Department of Aging and County of Inyo.

RECOMMENDED ACTION:

Request Board ratify and approve Amendment Number 2 to Standard Agreement for Contract Number AP-1920-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by \$277,146, for a total contract amount of \$1,163,367, and authorize the HHS Director to sign the Standard Agreement Amendment.

SUMMARY/JUSTIFICATION:

This contract amendment was received from the State in late January and provides for an adjustment for additional funding due to Federal Fiscal Year 2019 supplemental and reallocation grants and the allocation of One-Time-Only (OTO) federal and state funds, which is derived from reallocated carryover from FY 2018-19. This increase will be used to continue senior services provided under this Agreement.

The adjustment and OTO funds are in the following categories:

Supportive Services IIB	Congregate Nutrition C1	Home-Delivered Meals C2	Disease Prevention (IIID)	Family Caregiver (IIIE)	Elder Abuse (VII)	Ombudsman (VII)
\$3,296	\$88,906	\$179,328	\$531	\$2577	\$36	\$2,472

The above funds for Supportive Services, Congregate Nutrition, and Home Delivered Meals funds will result in a need to amend our existing contract with Mono County in order for the additional funds to be allocated appropriately between the two counties, which will be brought forward in a future agenda item.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not ratify and approve these amendments to the existing contract. This is not recommended as the county, then would not be entitled to receipt of the additional funds.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

State and Federal dollars. Total amount of this contract is \$1,163,367, and will be budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes. Total federal dollars are \$523,710 and total State dollars are \$639,657.

ATTACHMENTS:

1. CDA Amendment 2 with Exhibits
2. Amendment 2 Summary of Changes
3. Area Plan Budget Summary

APPROVALS:

Melissa Best-Baker	Created/Initiated - 2/3/2020
Melissa Best-Baker	Approved - 2/4/2020
Darcy Ellis	Approved - 2/4/2020
Meaghan McCamman	Approved - 2/6/2020
Marilyn Mann	Approved - 2/6/2020
Marshall Rudolph	Approved - 2/6/2020
Amy Shepherd	Approved - 2/6/2020
Melissa Best-Baker	Approved - 2/6/2020
Rhiannon Baker	Approved - 2/7/2020
Marilyn Mann	Final Approval - 2/7/2020

State of California-Department of General Services STANDARD AGREEMENT STD 213A (Rev. 7/2019) <input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 46 PAGES	AGREEMENT NUMBER AP-1920-16	AMENDMENT NUMBER 2	Purchasing Authority Number
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,163,367

One million one hundred sixty- three thousand three hundred sixty-seven and 00/100 Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A) This amendment increases funds provided to the Contractor by \$277,146.
- B) The attached Budget Display pages 13 & 14 of Exhibit B, dated 12/13/19, and labeled Amendment #2, hereby replaces the Amendment 1 Exhibit B – Budget Display, pages 13 & 14, dated 7/1/19.
The Budget, Amendment 2 is hereby incorporated by reference and replaces the original Budget.
- C) This amendment changes contract language in Exhibits A, B, and E. Specific language changes are detailed on the Contract Summary of Changes for Area Plan Amendment 2 (AP-1920-A2) document emailed to the Contractor.
The Exhibit A, Amendment 2 hereby replaces the original Exhibit A (16 pages – pages 2-17).
The Exhibit B, Amendment 2 hereby replaces the original Exhibit B (12 pages – pages 1-12).
The Exhibit E, Amendment 2 hereby replaces the original Exhibit E (16 pages).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS

163 May Street

CITY

Bishop

STATE

CA

ZIP

93514-2709

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (i) Any older individual.
 - (ii) The spouse of any older individual.
 - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal.
[CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
 - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
- 6. **Older relative caregiver** means a caregiver who is –
 - (1) Is age 55 or older; and
 - (2) lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - (3) In the case of a caregiver for a child --
 - a. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - b. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - c. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- (4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.
[OAA § 372(a)(3)]
7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA.
[22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
15. **Priority Services for Title III E** means services provided to:
- (A) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - (B) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.
[OAA§373(c)(2)(A-B)]
 - (C) Family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
- a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. Proceeds from the sale of goods created under CDA grant funds.
18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
- a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]
23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
 - a. Information Services
 - b. Access Assistance
 - c. Support Services
 - d. Respite Care
 - e. Supplemental Services[OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)

1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the

ARTICLE I. PROGRAM DEFINITIONS (Continued)

duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

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

- D. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)

1. **Meal Goal** means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.
2. **Unduplicated Client Goal** means the number of new eligible clients the contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.
3. **Wait List** means a list of potential Title III C-2 clients, established and maintained by the Contractor and/or subcontractor, after the Contractor and/or subcontractor has reached its capacity.

ARTICLE II. SCOPE OF WORK

- A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]

ARTICLE II. SCOPE OF WORK (Continued)

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

ARTICLE II. SCOPE OF WORK (Continued)

11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a) Inspection of non-food preparation nutrition sites at least every other year.
 - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c) Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

ARTICLE II. SCOPE OF WORK (Continued)

15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

ARTICLE II. SCOPE OF WORK (Continued)

27. Report a meal only once either as a Title III meal or a Title VI meal.
 28. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
 29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]
 30. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)]
[Welf. & Inst. Code §§ 9701(a), 9712.5(b)]

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].

ARTICLE II. SCOPE OF WORK (Continued)

8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents.
[OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)]
[Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)]
[Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D);
Welf. & Inst. Code § 9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area.
[Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights.
[Welf. & Inst. Code § 9726.1(a)(5)]
 - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency.
[Welf. & Inst. Code § 9712.5(a)(2)]

ARTICLE II. SCOPE OF WORK (Continued)

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
 13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
 14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:
[OAA § 721]
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
 2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
 3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
 4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
 5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
 6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

**Scope of Work – Exhibit A
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7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS

A. Expenditure of Funds

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

In State Mileage/Per Diem (meals and incidentals)/Lodging:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

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

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

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

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

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

C. Unexpended Funds

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

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition,

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director’s office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

B. One-Time Only (OTO) Funds

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

C. Matching Contributions

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

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

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

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15th of the Contract period unless otherwise specified by CDA.

D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.
2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
4. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
5. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

G. Program Development or Coordination

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

H. Equipment

Equipment/Property with per unit cost of \$500 or more requires justification and approval from CDA and must be included in its approved Area Plan Budget.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

- I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services to meet unduplicated client and meal goals. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.

ARTICLE V. PAYMENTS

- A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

- B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

- C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.
- D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).
- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE V. PAYMENTS (continued)

- H. The funding balances for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15th or April 30th budget).

ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

Additional Provisions – Exhibit E
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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

15. The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).
- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Each service provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

**Additional Provisions – Exhibit E
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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.
19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a. state, “The materials or product were a result of a project funded by a contract with the California Department of Aging”.
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
2. The Local Ombudsman Program, , its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
3. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A)] [45 CFR 1324.11(e)(2)(i)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]
4. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]

**Additional Provisions – Exhibit E
AP 1920 Amendment 2**

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1324.13(c)(3)] [Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- b. Their titles/roles within the Program.
- c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]

- 11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- 12. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues [45 CFR 1324.13(b),(c)].
- 13. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 705(a)(6)(C)] [45 CFR 1324.19(b)(2)(i)] [Welf. & Inst. Code §§ 9725; 15633(c)]
- 14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)] [45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
- 15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

- 1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

**Additional Provisions – Exhibit E
AP 1920 Amendment 2**

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.
[Welf. & Inst. Code § 9102 (a)(5)]
- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

ARTICLE II. REPORTING PROVISIONS (Continued)

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

ARTICLE II. REPORTING PROVISIONS (Continued)

- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
 - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
 2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.
- E. Reporting Provisions Specific to the Ombudsman Program
- The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.
1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.
 2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:
1. Collection and reporting of program data for the Contractor and Subcontractor.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Ensuring accuracy of all data from the Contractor and Subcontractor.
 3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
 4. Procedures for the Contractor and Subcontractor on correcting data errors.
 5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.

ARTICLE II. REPORTING PROVISIONS (Continued)

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

I. Reporting Provisions Specific to Title III C-2

The contractor shall provide quarterly data about their FY 2019-20 Title III C-2 Wait List(s), using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:

- Number of unduplicated clients on the Wait List
- Number of unduplicated clients removed from the Wait List
- Number of new unduplicated clients added to the Wait List

ARTICLE III. APPEAL PROCESS

- A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710. Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
 1. A description of how clients will be notified about the change in their service provider.

ARTICLE IV. TRANSITION PLAN (Continued)

2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
 2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

**Additional Provisions – Exhibit E
AP 1920 Amendment 2**

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
- b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
 - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
 - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
 - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
 - d. The Transition Plan shall be submitted to:

CDA OSLTCO
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman
2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.

**Additional Provisions – Exhibit E
AP 1920 Amendment 2**

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
- 3. The Transition Plan shall, at a minimum, include the following:
 - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN AMENDMENT 2 CONTRACT AP-1920

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit A, Article I.	N/A	<p>E. <u>Definitions specific to Title III C-1 and C-2 (augmentation funding to provide nutrition services to address the unmet need in California.)</u></p> <p>Meal Goal means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.</p> <p>Unduplicated Client Goal means the number of new eligible clients the contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.</p> <p>Wait List means a list of potential Title III C-2 clients, established and maintained by the Contractor and/or subcontractor, after the Contractor and/or subcontractor has reached its capacity.</p>	Received additional funding for IIIC program from the Legislature with conditions for the AAAs.
Exhibit A, Article II.	N/A	<p>A. The Contractor shall:</p> <p>30. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.</p>	Received additional funding for IIIC program from the Legislature with conditions for the AAAs.
Exhibit B Article I.A.2	2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed	2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.	Updated link CalHR consolidated to one link.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN AMENDMENT 2 CONTRACT AP-1920

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations. In State: • Mileage – http://www.calhr.ca.gov/employees/Pages/travel-personalvehicle.aspx • Per Diem (meals and incidentals) – http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx • Lodging – http://www.calhr.ca.gov/employees/Pages/travel-lodgingreimbursement.aspx Out of State: http://www.calhr.ca.gov/employees/Pages/travel-out-ofstate.aspx	In State Mileage/Per Diem (meals and incidentals)/Lodging: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx	Removing Out of State Travel
Exhibit B, Article IV.	N/A	I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services to meet unduplicated client and meal goals. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.	Received additional funding for IIIC program from the Legislature with conditions for the AAAs.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN AMENDMENT 2 CONTRACT AP-1920

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit E, Article II.	N/A	<p>I. <u>Reporting Provisions Specific to Title III C-2</u></p> <p>The contractor shall provide quarterly data about their FY 2019-20 Title III C-2 Wait List(s), using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Number of unduplicated clients on the Wait List • Number of unduplicated clients removed from the Wait List • Number of new unduplicated clients added to the Wait List 	<p>Received additional funding for IIIC program from the Legislature with conditions for the AAAs.</p>

**AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
County of Inyo**

12 months (July 1, 2019 - June 30, 2020)

	Project Number	Baseline	Adjustments	Transfers	One-Time Only	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	3BSL19-19	22,115 (b)	635	-	1,527	24,277	2,162
Federal Title IIIB	3BSL20-19	82,109 (c)		-		82,109	-
Total Supportive Services		104,224	635	-	1,527	106,386	2,162
Ombudsman							
Federal Title IIIB	3BOL19-19	5,082 (b)		-	1,134	6,216	1,134
Federal Title IIIB	3BOL20-19	18,869 (c)		-		18,869	-
Federal Title VIIa	7OFL19-19	7,958 (b)	165		2,307	10,430	2,472
Federal Title VIIa	7OFL20-19	24,263 (c)				24,263	-
General Fund IIIB	B1GL	66,845 (a)	37,569			104,414	-
Public Health L & C Program Fund	LCPF	3,578 (a)				3,578	-
State Health Facilities Citation Penalties Account	SDFL	1,219 (a)			1,114	2,333	-
SNF Quality & Accountability	SNFL	16,996 (a)				16,996	-
Total Ombudsman		144,810	37,734	-	4,555	187,099	3,606
Congregate Nutrition							
Federal Title IIIC1	3C1L19-19	36,608 (b)	335	-	813	37,756	1,148
Federal Title IIIC1	3C1L20-19	98,417 (c)		-		98,417	-
General Fund C1	C1GL	45,917 (a)	87,282	-		133,199	87,282
NSIP C1	NC1L19-19	4,302 (b)	476			4,778	476
NSIP C1	NC1L20-19	12,858 (c)				12,858	-
Total Congregate Nutrition		198,102	88,093	-	813	287,008	88,906
Home-Delivered Meals							
Federal Title IIIC2	3C2L19-19	21,130 (b)	300	-	1,043	22,473	1,343
Federal Title IIIC2	3C2L20-19	63,388 (c)		-		63,388	-
General Fund C2	C2GL	201,808 (a)	177,209	-		379,017	177,209
NSIP C2	NC2L19-19	7,006 (b)	776			7,782	776
NSIP C2	NC2L20-19	20,940 (c)				20,940	-
Total Home Delivered Meals		314,272	178,285	-	1,043	493,600	179,328
Disease Prevention							
Federal Title IIID	3DFL19-19	747 (b)	23		508	1,278	531
Federal Title IIID	3DFL20-19	2,278 (c)				2,278	-
Total Disease Prevention		3,025	23	-	508	3,556	531
Family Caregiver							
Federal Title IIIE	3EFL19-19	4,802 (b)	200	-	2,377	7,379	2,577
Federal Title IIIE	3EFL20-19	14,793 (c)		-		14,793	-
Total Title IIIE		19,595	200	-	2,377	22,172	2,577
Elder Abuse Prevention							
Federal Title VII	7EFL19-19	145 (b)			36	181	36
Federal Title VII	7EFL20-19	440 (c)				440	-
Total Elder Abuse Prevention		585	-	-	36	621	36

**AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
County of Inyo**

12 months (July 1, 2019 - June 30, 2020)

Project Number	Baseline	Adjustments	Transfers	One-Time Only	Updated Total	Net Change
Administration						
Federal Title IIIB	3BAL19-19	4,011 (b)	-	-	4,011	-
Federal Title IIIB	3BAL20-19	14,890 (c)	-	-	14,890	-
Federal Title IIIC1	C1AL19-19	5,949 (b)	-	-	5,949	-
Federal Title IIIC1	C1AL20-19	15,994 (c)	-	-	15,994	-
Federal Title IIIC2	C2AL19-19	3,434 (b)	-	-	3,434	-
Federal Title IIIC2	C2AL20-19	10,301 (c)	-	-	10,301	-
Federal Title IIIE	3EAL19-19	2,016 (b)	-	-	2,016	-
Federal Title IIIE	3EAL20-19	6,210 (c)	-	-	6,210	-
General Fund C1	1GAL	95 (a)	-	-	95	-
General Fund C2	2GAL	25 (a)	-	-	25	-
Total Administration		62,925	-	-	62,925	-
Funding Summary						
Federal Funds	511,055	2,910	-	9,745	523,710	12,655
General Fund	314,690	302,060	-	-	616,750	264,491
Public Health L & C						
Program Fund	3,578	-	-	-	3,578	-
SNF Quality & Accountability	16,996	-	-	-	16,996	-
State Health Facilities						
Citation Penalties						
Account	1,219	-	-	1,114	2,333	-
Grand Total - All Funds	847,538	304,970	-	10,859	1,163,367	277,146

Comments:

The maximum amount of Title III E expenditures allowable for supplemental services is: 7,472

The maximum amount of Title III E expenditures allowable for Grandparents is: 3,736

The minimum General Fund to be expended for State Match in Title III is: 19,120

CFDA NUMBER	Year	Award #	Award Name
93.041	2019	1901CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention
93.041	2020	2001CAOAEA-00	Older American Act Title VII- Elder Abuse Prevention
93.042	2019	1901CAOAOA-01	Older American Act Title VII- Ombudsman
93.042	2020	2001CAOAOA-00	Older American Act Title VII- Ombudsman
93.043	2019	1901CAOAPH-01	Older American Act Title III- Preventive Health
93.043	2020	2001CAOAPH-00	Older American Act Title III- Preventive Health
93.044	2019	1901CAOASS-01	Older American Act Title III- Supportive Services
93.044	2020	2001CAOASS-00	Older American Act Title III- Supportive Services
93.045	2019	1901CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2020	2001CAOACM-00	Older American Act Title III- Congregate Meals
93.045	2019	1901CAOAH-01	Older American Act Title III- Home-Delivered Meals
93.045	2020	2001CAOAH-00	Older American Act Title III- Home-Delivered Meals
93.052	2019	1901CAOAF-01	Older American Act Title III- Family Caregivers
93.052	2020	2001CAOAF-00	Older American Act Title III- Family Caregivers
93.053	2019	1901CAOANS-00	Older American Act Nutrition Services Incentive Program
93.053	2020	2001CAOANS-00	Older American Act Nutrition Services Incentive Program

(a) Funds must be expended by 6/30/20 and final expenditures reported in closeout by 7/31/20.

(b) Final expenditures reported in closeout by 7/31/20. The baseline request to be transferred for the project (7/1/19-9/30/19) is due 5/1/19. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/20 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/19-6/30/20) is due 2/15/20.



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 25, 2020

FROM: Lucy Vincent

SUBJECT: Ratification of Contract between County of Inyo and Anne Sippi Treatment Group

RECOMMENDED ACTION:

Request Board ratify and approve the contract between County of Inyo and Anne Sippi Treatment Group for residential placement for an adult in need of this level of care in an amount not to exceed \$26,000 for the period of February 1, 2020 to June 30, 2020, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Anne Sippi provides specialized services that meet the recovery needs of persons with severe mental illness. Often these are persons who have received care in an locked setting who are ready to step down from acute care to a less restrictive environment. The Anne Sippi transitional social rehabilitation program offers an array of services to support and encourage recovery, including a work experience program (in a ranch setting). This placement meets the treatment needs of this individual. We have had successful outcomes for persons placed in this program in the past.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. Appropriate placements are difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts and HHS Social Services Division

FINANCING:

100% Mental Health Realignment Funds (clients may be able to partially reimburse with SSI payments). This expense will be budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

ATTACHMENTS:

1. Anne Sippi Treatment Group Agreement FY1920
2. HIPAA Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 2/6/2020
Darcy Ellis	Approved - 2/6/2020
Lucy Vincent	Approved - 2/7/2020
Marilyn Mann	Approved - 2/7/2020
Meaghan McCamman	Approved - 2/15/2020
Melissa Best-Baker	Approved - 2/15/2020
Marshall Rudolph	Approved - 2/18/2020
Aaron Holmberg	Approved - 2/19/2020
Amy Shepherd	Approved - 2/19/2020
Marilyn Mann	Final Approval - 2/19/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Anne Sippi Treatment Group of Bakersfield, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from February 1, 2020 to June 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty Six Thousand Dollars and no cents (\$26,000.) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement

to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by

Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

For the duration of this Agreement Contractor 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 CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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

12. NONDISCRIMINATION.

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

13. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

14. CANCELLATION.

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

15. ASSIGNMENT.

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any 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-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
<u>HHS-Behavioral Health</u>	Department
<u>162 J Grove Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Anne Sippi Treatment Group</u>	Name
<u>18200 Hwy 178</u>	Address
<u>Bakersfield, CA 93306</u>	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Type or Print Name

Dated: _____

CONTRACTOR

By: 
Signature

Nick Damiano
Type or Print Name

Dated: February 5, 2020

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 Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: February 1, 2020 **TO:** June 30, 2020

SCOPE OF WORK:

See attached scope of work. Contractor is required to enter into a HIPAA Business Associate Agreement herein as attached.

**TRANSITIONAL SOCIAL REHABILITATION PROGRAM
SERVICES AND REQUIREMENTS
SCOPE OF WORK**

PROGRAM STANDARDS AND REQUIREMENTS

(A) To be certified as a Transitional Social Rehabilitation program shall provide:

- (1) Services that provide a therapeutic environment in which clients are supported in their efforts to acquire and apply interpersonal and independent living skills.

The program shall also assist the client in developing a personal community support system to substitute for the programs supportive environment, to minimize the the risk of hospitalization, and enhance the capability for independent living upon discharge from the program.

The planned length of stay in the program shall be in accordance with the client's assessed need, with the goal of transitioning the client to a lower level care within one (1) year; however, a length of stay exceeding a maximum total of 18 months is optimal but not required.

The reasons for a length of stay beyond one (1) year shall be documented in the client's case record.

- (2) A minimum staffing ratio of at least one (1) full time equivalent direct care staff for each 2.5 clients served.

Greater number of staff shall be present during times where there are numbers or clients in programmed activities.

Staff schedules shall be determined by the program based on the numbers of clients in the program during specific hours of the day, level of care provided by the program, and the range of services provided by the facility.

All scheduled hours in the facility shall be considered part of this required full-time equivalent staffing ratio.

SERVICE REQUIREMENTS

(A) Structured day and evening services shall be available seven (7) days a week. Services in all programs shall include but not limited to:

- (1) Individual and group counseling;

(2) Crisis Intervention;

(3) Planned activities;

(4) Counseling with available members of the clients family, when indicated in the client's treatment/rehabilitation program plan;

(5) The development of the community support systems for clients to maximize their utilization of non-mental health community resources, including educational opportunities;

(6) Pre-vocational or vocational counseling;

(7) Client advocacy, including assisting clients to develop their own advocacy skills;

(8) An activity program that encourages socialization, program and community involvement, which links the client to resources that are available after leaving the program; and

(9) Use of the residential environment to assist clients in the acquisition testing, and or refinement of community living and interpersonal skills.

(B) In addition to the services in the Section (II A), Transitional Social Rehabilitation Programs shall provide services that emphasize the development of vocational skills and linkages to services offering employment or job placement.

III. MEDICAL REQUIREMENTS

Medical and psychiatric policies and practices of all programs shall be in writing and shall include, but not limited to:

(A) A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs;

(B) Screening for medical complications which may contribute to disability conducted by a physician, nurse practitioner or physician assistant and a plan for follow-up.

1. The screening for medical complications shall occur within 30-day calendar days prior to or

after admission.

2. If a client refuses screening for medical complications, the program shall document the refusal in the client case record.

(C) Client education, provided by a licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the goal of client becoming responsible for his or her own medication;

(D) Entries in client case records indicating all prescribed and non-prescribed medications;

(E) Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs;

(F) Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary; and,

(G) Encouragement to clients, when part of the treatment/rehabilitation plan, to be personally responsible for holding, managing and safeguarding all of their medications.

IV. Treatment/Rehabilitation plan and document requirements

(A) Each program shall have an admission agreement, signed on entry by the client or an authorized representative, describing the services to be provided and the expectations and rights of client regarding house rules, client involvement in the program, and fees.

The client shall receive a copy of the signed admission agreement.

(B) There shall be written assessment of each client on admission that includes at the least:

- (1) Health and psychiatric histories;
- (2) Psychosocial skills;
- (3) Social support skills;
- (4) Current psychological, educational, vocational, and other functional limitations;
- (5) Medical needs, as reported;

A copy of each executed assessment shall be provided to the County's Placement Coordinator along with monthly invoicing.

(C) Program staff and client shall work together to develop a written treatment

rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement.

Clients shall be involved in an ongoing review of progress towards reaching their established goals and be involved in the planning and evaluation of their treatment goals. The plan shall contain at least the following elements:

- (1) Statement of specific rehabilitation plan
- (2) Description of specific services to address identified treatment needs
- (3) Documentation of reviews by staff and client of the treatment/ rehabilitation plan

at least

every 30 days.

- (4) Anticipated length of stay needed to accomplish identified goals, and methods to evaluate the achievement of these goals.

(D) If an individual treatment/rehabilitation plan requires services to be provided by another or agency, there shall be documented evidence in the client's case record of communication between all persons responsible for the treatment /rehabilitation plan.

(E) The agency or program shall arrange for clients to attend community programs when needs are identified in the treatment/ rehabilitation plan that cannot be met by the facility, but can be met in the community

(F) The admission assessment, treatment/rehabilitation plan, and discharge summary shall be prepared by staff who has received training development and preparation of these documents.

1. Training provided for in this subsection shall consist of one or more of the following presentation methods:

- (a) Formal classroom instruction
- (b) Oral presentation ;
- (c) Videotape, film, or audiovisual presentation;
- (d) Audio-tape presentation; or
- (e) Performing the duties, on the job, under the direct supervision of the instructor.

(G) Admission and discharge criteria of all programs shall be written and shall be consistent with program goals.

(H) The program shall have written policies and procedures for orientating new clients to the facility programs.

(I) The range of services provided shall be discussed prior to the admission with the prospective client or an authorized representative so that program's services are clearly understood.

V. CLIENT INVOLVEMENT REQUIREMENTS

(A) Each client shall be involved in the development and implantation of his/her treatment/rehabilitation plan.

(B) Clients shall be involved, depending on capability, in the operation of the household. This shall include participation of the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited cooking, cleaning, menu planning and active planning.

(C) Clients shall be encouraged to participate in program evaluations and reviews.

VI. PHYSICAL ENVIRONMENT REQUIREMENTS

(A) The program shall meet of Section 5453 (a) of the Welfare and Institutions (W&I) Code.

(B) Program location shall allow for access by clients to community resources and public transportation.

VII. STAFF CHARACTERISTICS, QUALIFICATIONS AND DUTY REQUIREMENTS

(A) The program shall meet the staffing requirements of section 5453 (b) of the Welfare and Institutions Code.

(B) The program shall document the use of the multidisciplinary professional consultation and staff when necessary to meet the specific diagnostic and treatment needs of clients.

(C) Paraprofessionals and persons who have been clients of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.

(D) All social rehabilitation facilities shall have a program director.

The program director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.

(E) The program director of a certified Transitional Residential Treatment Program or a Certified Long Term Residential Treatment Program shall have the following qualifications prior to employment:

(1) A Bachelor's Degree in Psychology, Social Work, or any other major which includes at least 24

semester units in one or more of the following subject areas:

- (a) Psychology
- (b) Social Work
- (c) Sociology
- (d) Behavioral Sciences
- (e) Psychiatric Nursing; and

(2) One (1) year of full-time work experience in community program that serves clients who have a mental illness.

Such experience must be in the direct provision of services to clients, of which four (4) months must be in a position of supervising direct care staff.

(3) As an alternative to the Bachelor's Degree and experience required in paragraphs (1) and (2) of this subsection, a total of three years of experience in providing direct services in the community to persons with mental illness, of which six (6) months must be in a position of supervising direct care staff, and graduation from high school or possession of a GED may be substituted.

(F) All direct care staff shall have graduated from high school or possess a GED and have a minimum or one (1) year full time experience, or its part-time equivalent, working in a program serving people with mental disabilities,

Such experience must be in direct provision of services to clients.

If the employee does not have the required experience, the program shall document a specific plan of supervision and in-service training for the employee to perform the job.

The plan should include but not be limited to the frequency and number of hours of training, the subjects to be covered, and a description of the supervision to be provided.

VII. ADMINISTRATIVE POLICES AND PROCEDURES

(A) The organizational entity legally responsible for program administration, under applicable law and regulation, shall:

(1) Have written policies defining the purpose, goals, and services of the organization.

(2) Establish and maintain financial records in accordance with generally accepted accounting principles and annual budget.

(B) Each program shall be directed by a designated individual who is responsible for its overall administration and management.

(C) Each residential program shall have an individual(s) designated as the administrator of the facility.

The program shall identify the qualifications, experience, skills and knowledge required of an individual who is designated the facility administrator.

These requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.

(D) The agency of the program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

IX. OTHER REQUIREMENTS

The following will be required of residential facilities applying for certification as a Transitional Social Rehabilitation Facility. This will be an addition to the requirement as indicated above.

A. Staffing requirements

(1) Facilities must have psychiatric professional licensed staff either through direct employment or contracted by the facility.

(2) Facilities must have nursing staff.

(3) Facilities must inform The County within 24 hours of any staff changes that may affect this contract.

(4) Facility will have adequate number of staff to monitor the clients during the sleeping hours.

(5) The content of group or individual sessions shall be within the scope of practice of the individual providing that service.

(6) Staff assigned to assist in physically restraining clients must receive prior training from appropriate agencies.

(7) Physical restraints placed on clients must be under direct supervision of a licensed mental health professional.

B. ADMINISTRATIVE REQUIREMENTS

(1) If the legal owner/administrator of the facility is a Corporation, notes from meetings may be requested by Department of Behavioral Health to the extent possible.

(2) Facilities shall have capabilities to transmit documents to and from the Department of Behavioral Health.

(3) Confidentiality of client's records shall be maintained at all times whether in written or verbal form in compliance with HIPPA and other federal, State or local regulations or statutes.

C. ADMINISTRATIVE COMPLIANCE

(1) Administrator of Transitional Facilities shall inform the designated case managers 30 days prior to the expiration of the Needs and Appraisal. The monthly invoicing that CONTRACTORS submit to COUNTY shall include a due date for each client's Needs and Appraisal.

(2) The Facility Treatment Plan shall be developed and implanted within five (5) days after the Needs and Appraisal is updated.

(3) The monthly summaries for each client must include progress notes from direct care staff, licensed clinicians and psychiatrists including medication information.

(4) The facility shall develop and implement documentation demonstrating the client's participation in activities provided by the facility.

(5) The facility shall maintain record of the training providing to clients including attendance of off-site day programs.

(6) Training activities as outlined for clients shall be limited and measurable.

(7) Training for clients shall developed with the goal of stabilizing the client in order to transition to a lower level. Any services and training provided by the facility shall be approved by the DBH designated case manager.

(8) Documentation shall be consistent with the goals identified in the Needs/Appraisal and Facility Treatment Plan.

(9) Monthly notes shall be made available to DBH staff review in a reciprocal manner between DBH and the contracted facility.

D. SPECIFIC SERVICES

(1) Training in hygiene and grooming may include hands-on assistance when needed.

(2) In cases of incontinence, clients shall be physically assisted if needed.

(3) Training in budgeting shall include clients keeping and maintaining records of transactions.

(4) Clients shall be afforded the opportunity to learn cooking skills under the direction of appropriate staff.

(5) Clients shall be encouraged o learn independent living skills with personal assistance when warranted.

(6) Facilities shall provide special diets are prescribed by treating physician.

(7) Clients shall be trained to access support systems in the community.

(8) Facilities shall develop and implement plans for community re-integration.

(9) Facilities shall provide individual sessions to assist clients to develop appropriate skills in social interactions using "Normal" settings.

(10) Efforts shall be made to normalize the client's living arrangements at all times.

(11) Training shall be provided to clients to use transportation systems.

(12) Training in medication shall be provided to clients by licensed staff.

(13) Individual sessions shall be implemented to counsel clients to attain general insight into their mental illness by licensed staff.

ADDITIONAL REQUIREMENTS

The Contractor for the Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and severe as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.

I. TRANSITIONAL PROGRAM

To be certified as a Transitional Social Rehabilitation Program, facility shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute stage of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 18 months.

Additional staff shall be on duty program hours to provide specialized services and structured evening services. When there is only one (1) staff on premises there needs to be staff on call who can report for duty within 60 minutes after being contacted if needed. The staffing ratio is one (1) full time staff to 2.5 clients. The Transitional program is designed for clients who are discharged from or are being admitted to State Mental Hospitals, IMDs or locked MHRCs.

II. ADMISSION CRITERIA

Transitional Social Rehabilitation Program is an intense, high expectation program designed to assist a person to develop self-help skills that will enable them to function independently in the community. The following is the admission criteria:

1. All clients must have received treatment or evaluation prior to admission and have a current open mental health chart with the county of record.
2. All clients will have primary diagnosis of mental disability. (The psychiatric diagnosis must reflect a severe, persistent mental illness or a maladaptive reaction to a mental health crisis. The primary diagnosis cannot be dementia, mental retardation, or substance abuse/dependence).

- 3. Clients must be between the ages of 18 and older.**
- 4. Clients must be recovered from acute psychiatric symptoms, such as being injurious to self or others, and/or destructive of property.**
- 5. Clients must be in need of residential treatment services to assist them gain the ability to function in a less restrictive living situation.**

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: February 1, 2020 **TO:** June 30, 2020

SCHEDULE OF FEES:

Daily rate of \$170.00 (One Hundred and Seventy) dollars per day.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Anne Sippi Treatment Group
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: February 1, 2020 **TO:** June 30, 2020

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements Attachment

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$10,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Limit may be satisfied with a CGL policy as specified above with limits no less than \$2,000,000 per occurrence, plus an umbrella or following-form excess policy with limits no less than \$10,000,000 per occurrence.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$5,000,000 per accident for bodily injury and property damage. Limit may be reduced to \$1,000,000 if contractor will not be transporting patients outside of their facility.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Waiver of Subrogation. Consultant hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Consultant may acquire against Inyo County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Professional Liability (Errors and Omissions): appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance: as required due to access and management of electronic medical records, with limits not less than **\$1,000,000** per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private

Insurance Requirements Attachment

information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Insurance Requirements Attachment

Consultant shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

**COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and ASCTG, referred to herein as Business Associate (“BA”). This Agreement is effective as of Feb 1, 2020 (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

By: 

Print Name: Nick Damian

Title: Chief Operations Officer

Date: 2-5-2020



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 25, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of February 18, 2020.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 2/19/2020
Final Approval - 2/19/2020



County of Inyo



Health & Human Services

TIMED ITEMS - ACTION REQUIRED

MEETING: February 25, 2020

FROM: Lucy Vincent

SUBJECT: Codify the County of Inyo Behavioral Health Advisory Board

RECOMMENDED ACTION:

Request Board enact a proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Title 2 of the Inyo County Code to Add a Chapter Pertaining to the County Behavioral Health Advisory Board."

SUMMARY/JUSTIFICATION:

The Bronzan-McCorquodale Act, codified as Section 5600, et seq., of the California Welfare and Institutions Code, requires each County to form a Mental Health Board that provides advice, evaluations, and reviews of the County's mental health needs, services, facilities, and special problems. Establishing a Behavioral Health Advisory Board (BHAB), which acts as the Mental Health Board will the integrated nature of Inyo County's mental health and substance use disorders programs.

This ordinance would codify the existence of the BHAB consistent with its bylaws, and would permit the BHAB to amend its bylaws to include Board-appointed alternate members for each seat on the BHAB. Having alternates appointed for each seat would better ensure that a quorum can be established for the purpose of conducting business.

Your Board waived the first reading of the proposed ordinance on February 18, 2020; the Department respectfully requests your Board now enact the ordinance.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could: 1) choose not to amend the Code; 2) Revise the proposed ordinance and introduce it as revised; 3) Give other direction to staff; or 4) Take no action.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

None

ATTACHMENTS:

1. 2020 Ordinance Adding BHAB Code Sections

APPROVALS:

Darcy Ellis

Marilyn Mann

Created/Initiated - 2/19/2020

Final Approval - 2/19/2020

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING TITLE 2 OF THE INYO COUNTY CODE TO ADD A CHAPTER PERTAINING TO THE COUNTY BEHAVIORAL HEALTH ADVISORY BOARD

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update the Inyo County Code to include provisions governing the County Behavioral Health Advisory Board.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Welfare and Institutions Code § 5604.

SECTION THREE. FINDINGS.

California Welfare and Institutions Code § 5600, *et seq.* requires that each County in California create a Mental Health Board that provides advice, evaluations, and reviews of the County's mental health needs, services, facilities, and special problems. The Board of Supervisors finds that the creation of such a board, which will be known in Inyo County as the Behavioral Health Advisory Board, will further the County's mission to provide comprehensive and effective behavioral health services to its residents.

SECTION FOUR. TITLE 2 OF THE INYO COUNTY CODE AMENDED.

Title 2 of the Inyo County Code is hereby amended to include a new chapter, numbered as Chapter 2.54, and entitled "Behavioral Health Advisory Board." The contents and subsections of Chapter 2.54 are attached hereto as Exhibit A.

SECTION FIVE. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption.

Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Exhibit A

Inyo County Code Chapter 2.54 – Behavioral Health Advisory Board

2.54.010 Findings and Purpose.

The Board of Supervisors of the County of Inyo finds that:

The Bronzan-McCorquodale Act, codified as Section 5600, *et seq.*, of the California Welfare and Institutions Code, requires each County in the State to form a Mental Health Board that provides advice, evaluations, and reviews of the County's mental health needs, services, facilities, and special problems. The Board of Supervisors finds that the creation of such a board will further the County's mission to provide comprehensive and effective behavioral health services to its residents.

2.54.020 Establishment of a Board.

There is established a commission to be known as the Inyo County Behavioral Health Advisory Board ("BHAB") that is intended to fill the role of the Mental Health Advisory Board required by the Bronzan-McCorquodale Act.

2.54.030 Duties of the Board.

The BHAB is charged with the following duties:

- A. Review and evaluate the community's mental health needs, services, facilities, and special problems.
- B. Review any County agreements entered into pursuant to Welfare and Institutions Code Section 5650.
- C. Advise the Board of Supervisors and the Director of Behavioral Health as to any aspect of the local mental health program.
- D. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
- E. Submit an annual report to the Board of Supervisors on the needs and performance of the County's mental health system.
- F. Review and make recommendations on any applicants for the appointment of the Director of Behavioral Health. The BHAB shall be included in the selection process prior to the vote of the Board of Supervisors.
- G. Review and comment on the County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.
- H. Assess the impact of the realignment of services from the state to the County, on services delivered to clients and in the local community.

Nothing in this part shall be construed to limit the ability of the Board of Supervisors to transfer additional duties or authority to the BHAB.

2.54.040 Advisory Powers Only.

The powers and duties of the BHAB shall be advisory only. The BHAB shall have no power to take any action on behalf of the County.

2.54.050 Membership.

- A. The membership of the BHAB shall consist of one member of the Board of Supervisors, one consumer who is receiving or has received mental health services, and one family member of a consumer who is receiving or has received mental health services. The remaining two seats may be filled by general members of the public.
- B. For each seat on the BHAB, there shall exist one primary member and one alternate member. The alternate members may participate in all BHAB meetings but may only cast votes in the event the primary member is absent from a BHAB meeting. Alternate members may contribute to the formation of a quorum in the event that a primary member is absent.
- C. Members shall be residents of Inyo County who, when possible, represent the demographics and the ethnic diversity of the County.
- D. No member of the BHAB or his or her spouse shall be a full-time or part-time employee of a County mental health service, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a mental health contract agency.

2.54.060 Terms – Appointment.

Commission members shall be appointed by the Board of Supervisors. Commission members shall serve at the pleasure of the Board of Supervisors. The term of office of each member shall be for three years.

2.54.070 Terms – Staggered.

Upon the initial appointment of all BHAB members, the Board of Supervisors shall equitably stagger the terms so that approximately one-third of appointments expire in each year.

2.54.080 Vacancies and Removal.

- A. A vacancy on the commission shall occur automatically on the occurrence of any of the following events before the expiration of the term:
 - a. Removal of the incumbent for any reason;
 - b. Death or resignation of the incumbent;

- c. Ceasing to be a representative from the various categories provided for in Section 2.54.050;
 - d. Failing to attend an amount of meetings, as specified in the BHAB's bylaws;
- B. The Board of Supervisors may remove a commission member at will.
- C. The Board of Supervisors shall make interim appointments to fill unexpired terms in the event of vacancies occurring during the term of members of the BHAB.

2.54.090 BHAB Subject to Ralph M. Brown Act.

The BHAB's meetings are subject to the open meeting laws contained in the Ralph M. Brown Act.

2.54.100 Conflict of Interest.

Members of the BHAB shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the California Government Code. The BHAB shall be subject to Political Reform Act of 1974, California Government Code Section 1090 and 1125 *et seq.*, and any other state or local laws regarding conflicts of interest.

2.54.110 Compensation.

The members of the BHAB shall serve without compensation but may receive actual and necessary expenses as are incurred in carrying out their duties. The expenses may include travel, lodging, child care, and meals for the members of an advisory board while on official business as approved by the director of the local mental health program.

2.54.120 Bylaws

The BHAB may adopt bylaws governing any aspect of its operations, including membership, duties, meetings, and finances. These bylaws shall not be inconsistent with Chapter 2.54 of this Code or the Bronzan-McCorquodale Act. Any bylaw in conflict with Chapter 2.54 of this Code or the Bronzan-McCorquodale Act shall be null and void.



"A Professional Service Agency"

Memorandum

To: Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter
From: Riannah Reade, Administrative Assistant to the Sheriff
CC: Board of Supervisors, CAO, Assistant to the Board
Date: February 18, 2020
Re: December 2019 overtime

Following, please find the amount of overtime expended and overtime balances for the month of December 2019.

Budget #	Budget	Expended
022700	Sheriff General	\$5,544.24
022701	Kitchen Services	\$4,220.11
022710	Sheriff Safety	\$22,858.07
022900	Jail General	\$5,895.79
022910	Jail Safety	\$10,098.03
	Grand Total	\$48,616.24

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.



"A Professional Service Agency"

Memorandum

To: Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter
From: Riannah Reade, Administrative Assistant to the Sheriff
CC: Board of Supervisors, CAO, Assistant to the Board
Date: February 18, 2020
Re: January 2020 overtime

Following, please find the amount of overtime expended and overtime balances for the month of January 2020.

Budget #	Budget	Expended
022700	Sheriff General	\$1,975.93
022701	Kitchen Services	\$ 1,811.70
022710	Sheriff Safety	\$ 14,609.14
022900	Jail General	\$ 6,813.21
022910	Jail Safety	\$ 9,067.41
	Grand Total	\$ 34,277.39

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Sheriff	\$17,568.00	\$29,776.00	\$24,716.00	\$13,106.00	\$20,122.00	\$16,130.00	\$15,730.00	\$22,121.00	\$14,773.00	\$15,321.00	\$17,440.00	\$22,507.00	\$229,310.00
2002-03	Sheriff	\$26,409.00	\$18,875.00	\$14,597.00	\$20,582.00	\$16,614.00	\$15,196.00	\$18,846.00	\$12,354.00	\$24,390.00	\$17,704.00	\$16,251.00	\$9,712.00	\$211,530.00
2003/04	Sheriff	\$20,652.00	\$10,562.00	\$14,292.00	\$14,577.00	\$13,484.00	\$12,317.00	\$22,540.00	\$17,773.00	\$13,934.00	\$7,070.00	12,782.00	10,218.00	\$170,201.00
2004/05	Sheriff	\$19,859.00	\$9,096.00	\$10,036.00	\$9,072.00	\$11,197.00	\$6,305.00	\$15,019.00	\$9,794.00	\$11,564.00	\$17,223.00	\$17,635.00	\$13,940.00	\$150,740.00
2005-06	Sheriff	\$24,078.00	\$18,496.00	\$12,444.00	\$15,841.00	\$11,371.00	\$15,300.00	\$19,108.00	\$16,384.00	17,515.00	\$13,259.00	16,317.00		\$180,113.00
2006-07	Sheriff	\$26,310.00	\$22,120.00	\$24,151.00	\$20,575.00	\$24,085.00	\$17,224.00	\$23,530.00	\$17,540.00	\$15,848.00	\$22,461.00			\$213,844.00
2007-08	Sheriff	\$35,499.00	\$17,506.00	\$31,975.00	\$15,535.00	\$20,842.00	21,968.00	\$21,705.00	\$26,047.00	\$21,586.00	\$37,145.00	\$25,116.00	\$24,931.00	\$299,855.00
2008-09	Sheriff	\$47,862.00	\$14,850.00	\$19,384.00	\$12,552.00	\$14,621.00	\$15,865.00	\$13,449.00	\$17,531.00	\$17,629.00	\$12,665.00	\$17,567.00	\$21,566.00	\$225,541.00
2009-10	Sheriff	\$25,480.00	\$17,722.00	\$18,686.00	\$16,444.00	\$23,697.00	\$24,697.00	\$23,352.00	\$13,600.00	\$16,924.00	\$13,187.00	\$15,917.00	\$11,942.00	\$221,648.00
2010-11	Sheriff	\$23,723.00	\$18,506.00	\$20,983.00	\$19,556.00	\$17,956.00	\$31,825.00	18,752.00	\$19,447.00	\$19,552.00	\$27,651.00	\$20,855.00	\$22,994.00	\$261,800.00
2011-12	Sheriff	\$19,382.00	\$21,152.00	\$26,936.00	\$25,339.63	\$22,334.58	\$20,445.96	\$15,581.82	\$13,929.99	\$15,565.63	\$19,021.51	\$22,352.19	\$16,685.35	\$238,726.66
2012-13	Sheriff	\$27,357.13	\$28,796.44	\$34,839.37	\$24,645.46	\$8,302.70	\$22,742.47	\$20,293.68	\$27,727.58	\$20,608.20	\$18,933.99	\$32,740.81	\$16,712.41	\$283,700.24
2013-14	Sheriff	\$22,010.90	\$30,004.58	\$21,924.03	\$25,386.25	\$27,705.70	\$19,269.13	\$19,804.12	\$23,103.59	\$12,812.62	\$40,657.55	\$19,427.50	\$25,615.56	\$287,721.53
2014-15	Sheriff	\$26,463.99	\$25,110.54	\$24,133.06	\$29,228.12	\$19,759.97	\$18,506.19	\$16,919.22	\$22,563.18	\$15,225.74	\$22,238.43	\$38,242.59	\$15,773.84	\$274,164.87
2015-16	Sheriff	\$24,435.78	\$24,224.23	\$25,543.55	\$38,122.69	\$21,301.83	\$17,036.08	\$17,675.83	\$17,567.44	\$24,144.24	\$23,878.96	\$35,380.97	\$16,053.54	\$285,365.14
2016-17	Sheriff	\$21,623.98	\$19,972.64	\$53,767.93	\$32,462.80	\$25,088.47	\$18,533.84	\$23,097.23	\$44,673.95	\$28,923.44	\$39,488.09	\$36,205.62	\$33,903.65	\$278,559.30

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Jail	\$6,278.00	\$10,218.00	\$10,673.00	\$5,077.00	\$6,422.00	\$5,562.00	\$5,194.00	\$11,007.00	\$11,644.00	\$10,001.00	\$8,082.00	\$5,706.00	\$95,864.00
2002-03	Jail	\$9,902.00	\$8,624.00	\$8,077.00	\$8,169.00	\$11,434.00	\$6,581.00	\$11,095.00	\$5,996.00	\$9,036.00	\$8,107.00	\$6,863.00	\$5,583.00	\$99,467.00
2003-04	Jail	\$12,206.00	\$12,147.00	\$10,471.00	\$9,547.00	\$10,858.00	\$5,343.00	\$7,927.00	\$4,693.00	\$7,235.00	\$3,568.00	\$5,118.00	\$7,077.00	\$96,190.00
2004-05	Jail	\$9,905.00	\$5,186.00	\$8,294.00	\$5,080.00	\$5,598.00	\$3,972.00	\$7,773.00	\$5,178.00	\$5,490.00	\$9,208.00	\$6,489.00	\$6,684.00	\$78,857.00
2005-06	Jail	\$9,945.00	\$9,954.00	\$7,576.00	\$10,669.00	\$10,621.00	\$6,505.00	\$10,788.00	\$9,434.00	13,564.00	\$9,968.00	\$10,325.00		\$109,349.00
2006-07	Jail	\$18,236.00	\$12,222.00	\$14,583.00	\$12,005.00	\$11,769.00	\$6,129.00	\$16,260.00	\$13,128.00	\$8,156.00	\$12,013.00			\$124,501.00
2007-08	Jail	\$23,401.00	\$13,877.00	\$17,485.00	\$13,537.00	\$10,586.00	\$7,076.00	\$6,721.00	\$6,914.00	\$12,160.00	\$22,521.00	\$14,780.00	\$17,172.00	\$166,230.00
2008-09	Jail	\$14,812.00	\$14,465.00	\$12,613.00	\$7,671.00	\$9,841.00	\$9,357.00	\$7,643.00	\$12,196.00	\$9,702.00	\$9,997.00	\$15,558.00	\$9,581.00	\$133,436.00
2009-10	Jail	\$14,060.00	\$13,756.00	\$12,679.00	\$9,414.00	\$7,094.00	\$8,186.00	\$4,464.00	\$4,316.00	\$5,379.00	\$9,334.00	\$7,729.00	\$8,418.00	\$104,829.00
2010-11	Jail	\$10,231.00	\$7,691.00	\$7,797.00	\$4,241.00	\$5,946.00	\$7,441.00	\$7,761.00	\$8,759.00	\$8,013.00	\$10,387.00	\$7,855.00	\$7,666.00	\$93,788.00
2011-12	Jail	\$7,868.00	\$9,148.00	\$13,791.00	\$13,821.61	\$11,131.78	\$6,091.73	\$6,358.72	\$7,627.21	\$16,459.92	\$8,133.22	\$3,511.28	5,396.13	\$109,338.60
2012-13	Jail	\$9,851.94	\$22,987.52	\$9,693.45	\$10,652.10	\$7,537.09	\$12,630.63	\$7,947.40	\$9,120.59	\$9,585.65	\$6,475.67	\$14,055.81	\$8,517.89	\$129,055.74
2013-14	Jail	\$7,229.83	\$11,249.70	\$11,630.13	\$7,756.07	\$20,472.26	\$14,211.87	\$16,385.86	\$8,399.09	\$9,993.15	\$25,089.23	\$13,038.21	\$22,289.16	\$167,760.40
2014-15	Jail	\$14,641.52	\$15,248.17	\$19,078.03	\$23,753.40	\$17,004.70	\$14,894.58	\$12,924.38	\$15,169.08	\$15,819.74	\$13,511.76	\$27,217.52	\$18,414.59	\$207,677.47
2015-16	Jail	\$17,646.35	\$20,388.98	\$10,739.47	\$24,152.37	\$14,887.81	\$13,140.45	\$15,147.73	\$13,187.70	\$16,463.62	\$11,935.64	\$28,695.13	\$13,643.97	200,029.22
2016-17	Jail	\$11,727.04	\$15,302.99	\$20,904.69	\$14,220.17	\$13,782.16	\$9,788.37	\$11,808.54	\$18,898.78	\$12,321.48	\$19,361.13	\$18,131.76	\$13,376.70	\$126,025.57

TOTAL FY 2005-06	\$289,456.00	Average for 12 month	\$26,314.00
TOTAL FY 2006-07	\$338,345.00	Average for 11 months	\$30,758.64
TOTAL FY 2007-08	\$466,805.00	Average for 12 months	\$38,840.31
TOTAL FY 2008-09	\$358,977.00	Average for 12 months	\$29,914.75
TOTAL FY 2009-10	\$326,477.00	Average for 12 month	\$27,206.41
TOTAL FY 2010-11	\$355,588.00	Average for 12 month	\$29,632.33
TOTAL FY 2011-12	\$346,065.26	Average for 12 month	\$28,831.77
TOTAL FY 2012-13	\$412,755.98	Average for 11 month	\$34,396.33
TOTAL FY 2013-14	\$455,482.93	Average for 12 month	\$37,956.91
TOTAL FY 2014-15	\$481,842.34	Average for 12 month	\$40,153.53*
TOTAL FY 2015-16	\$485,394.36	Average for 12 months	\$40,449.53*
TOTAL FY 2016-17	\$404,584.87	Average for 12 months	\$33,715.41

*Does not include jail kitchen services overtime – began including kitchen services 1-16

RECAP - SHERIFF AND JAIL OVERTIME REPORTS

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Sheriff							\$11,431.27	\$16,517.07	\$11,888.82	\$10,438.75	\$10,805.87	\$9,310.89	\$70,392.67
1991-92	Sheriff	\$15,462.13	\$13,296.38	\$16,410.77	\$16,611.39	\$16,590.17	\$10,124.27	\$19,472.29	\$20,262.10	\$18,235.05	\$21,753.68	\$17,614.92	\$13,814.82	\$199,647.97
1992-93	Sheriff	\$22,655.27	\$21,269.55	\$27,322.32	\$14,728.53	\$8,522.72	\$11,767.60	\$7,074.76	\$8,183.73	\$10,228.68	\$16,106.16	\$21,304.16	\$12,040.58	\$181,204.06
1993-94	Sheriff	\$12,194.84	\$12,880.26	\$11,796.20	\$19,656.88	\$9,736.05	\$10,453.40	\$14,047.46	\$10,747.67	\$13,729.75	\$15,248.90	\$13,850.25	\$12,729.83	\$157,071.49
1994-95	Sheriff	\$19,768.43	\$17,650.58	\$16,382.17	\$8,178.84	\$7,514.05	\$5,283.38	\$8,265.57	\$6,077.04	\$4,821.38	\$7,312.77	\$5,826.53	\$8,107.30	\$115,188.04
1995-96	Sheriff	\$10,267.77	\$8,811.96	\$7,581.31	\$8,941.34	\$5,194.86	\$2,945.02	\$7,671.86	\$6,285.61	\$3,953.81	\$6,757.84	\$7,095.62	\$4,022.16	\$79,529.16
1996-97	Sheriff	\$5,717.13	\$9,947.00	\$7,858.83	\$8,458.00	\$15,222.00	\$14,247.00	\$9,382.00	\$6,171.00	\$11,184.51	\$12,575.00	\$15,159.00	\$11,174.00	\$127,095.47
1996/97	Holiday	\$7,483.00	Not Available	\$12,293.84	\$4,296.00	\$5,250.00	-0-	\$14,033.00	\$11,063.00	-0-	-0-	\$5,387.00		\$59,805.84
1997-98	Sheriff	\$9,946	\$10,073.00	\$8,826.00	\$11,306	\$5,821.00	\$6,832.00	\$5722.00	\$11,354.00	\$12,618.00	\$18,161.00	\$11,419.00	\$11,603.00	\$123,681.00
1998-99	Sheriff	\$14,265	\$13,893.00	\$13,762.00	\$12,770.00	\$10,203.00	\$10,119.00	\$17,714.00	\$14,606.00	\$16,394.00	\$9,834.00	\$15,710.00	\$15,312.00	\$164,582.00
1999-20	Sheriff	\$18,980.00	\$15,700.00	\$18,380.00	\$12,235.00	13,968.00	\$12,751.00	\$15,919.00	\$10,134.00	\$18,225.00	\$14,697.00	\$13,545.00	\$21,715.00	\$186,249.00
2000-01	Sheriff	\$17,948.00	\$13,273.00	\$12,379.00	\$15,270.00	\$12,629.00	\$13,537.00	\$15,019.00	\$18,333.00	\$9,206.00	\$15,085.00	\$10,156.00	\$14,809.00	\$167,644.00

FY Year	Bud get	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Jail							\$8,961.35	\$9,734.76	\$8,144.51	\$8,780.58	\$7,034.26	\$8,454.56	\$51,110.02
1991-92	Jail	\$7,535.08	\$6,561.64	\$6,702.07	\$9,498.79	\$10,559.57	\$6,237.61	\$10,220.51	\$5,694.12	\$5,838.63	\$7,923.09	\$7,170.30	\$5,339.41	\$89,280.82
1992-93	Jail	\$10,231.09	\$10,595.77	\$11,379.12	\$10,598.70	\$5,363.46	\$4,054.21	\$4,434.02	\$4,036.28	\$5,468.12	\$7,344.10	\$8,404.39	\$9,468.65	\$91,377.91
1993-94	Jail	\$11,816.15	\$7,687.97	\$7,186.15	\$8,495.28	\$8,325.29	\$9,581.32	\$22,451.63	\$12,318.18	\$13,524.36	\$16,935.94	\$13,848.56	\$11,728.60	\$143,899.43
1994-95	Jail	\$12,943.44	\$9,290.30	\$8,195.87	\$2,714.16	\$4,408.35	\$1,527.37	\$5,078.75	\$4,340.92	\$5,800.83	\$3,493.95	\$3,031.58	\$2,151.83	\$62,977.35
1995-96	Jail	\$7,984.10	\$3,228.28	\$5,486.78	\$2,338.29	\$5,459.02	\$2,536.07	\$4,421.55	\$3,424.93	\$2,674.10	\$2,420.38	\$1,293.52	1,498.51	\$42,765.53
1996-97	Jail	\$2,649.57	\$1,745.00	\$3,771.33	\$3,472.00	\$9,341.00	\$7,985.00	2,620.00	\$1,367.00	\$2,344.00	\$39,551	\$2,561.00	\$3,089.00	\$80,495.90
1997-98	Jail	\$4,991.00	\$9,012.00	\$4,454.00	\$6,044.00	\$7,794.00	\$7,849.00	\$9,830.00	\$12,752.00	\$8,034.00	\$7,836.00	6,958.00	\$5,427.00	\$90,981.00
1998-99	Jail	\$4,125.00	\$5,707.00	\$8,030.00	\$6,044.00	\$6,680.00	\$3,879.00	\$4,800.00	\$4,839.00	\$4,051.00	\$7,145.00	\$10,199.00	\$6,301.00	\$71,800.00
1999-00	Jail	\$6,853.00	\$6,196.00	\$6,465.00	\$5,768.00	9,512.00	\$5,066.00	\$4,447.00	\$1,828.00	\$4,381.00	\$21,862.00	\$4,020.00	\$6,281.00	\$82,679.00
2000-01	Jail	\$4,117.00	\$3,719.00	\$7,353.00	\$7,095.00	\$6,491.00	\$9,549.00	\$5,751.00	\$9,965.00	\$6,111.00	\$8,085.00	\$5,360.00	\$7,218.00	\$80,814.00

TOTAL 6 months FY 1990-1991	\$121,502.69	average per month for 6 months	\$20,250.44
TOTAL FY 1991-1992	\$288,928.79	average per month	\$24,077.39
TOTAL FY 1992-1993	\$272,581.97	average per month	\$22,715.16
TOTAL FY 1993-1994	\$300,970.92	average per month	\$25,080.91
TOTAL FY 1995-1996	\$122,295.49	average per month	\$10,191.29
TOTAL FY 1996-1997	\$207,591.37	average for 12 months without Holiday	\$17,299.28
	Holiday \$59,805.84	average for 12 months including Holiday	\$22,283.10
TOTAL FY 1997-98	\$214,662.00	average per month	\$17,888.50
TOTAL FY 1998-99	\$236,382.00	average per month	\$19,698.50
TOTAL FY 1999-2000	\$268,928.00	average for 12 month	\$22,410.67
TOTAL FY 2000-2001	\$248,458.00	Average for 12 month	\$20,704.83
TOTAL FY 2001-2002	\$325,174.00	Average for 12 month	\$27,097.93
TOTAL FY 2002-2003	\$310,997.00	Average for 12 month	\$25,916.47
TOTAL FY 2003094	\$266,391.00	Average for 12 month	\$22,199.25
TOTAL FY 2004-05	\$229,597.00	Average for 12 month	\$19,133.08