

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

September 7, 2021 - 8:30 AM

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.); and *In Re Mallinckrodt PLC et al*, Case No. 20-12522 (JTD) (Bankr. Del. Dist.).
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government

Section 54956.9: one potential case.

5. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – 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 – 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.**
6. **PLEDGE OF ALLEGIANCE**
 7. **PROCLAMATION** - Request Board approve a proclamation declaring September 11, 2021 as Patriot Day and a Day of Service and Remembrance in Inyo County.
 8. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 9. **PUBLIC COMMENT**
 10. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
 11. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

12. **County Administrator - Parks & Recreation** - Request Board finds that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for two (2) Parks and Recreation Specialists exists in the General Fund, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) Parks Specialists at Range 50 (\$3,094 - \$3,764).
13. **County Administrator - Recycling & Waste Management** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists in the Recycling Waste Management budget, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Gate Attendant at Range 50 (\$3,094 - \$3,764).
14. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the HHS Director and concurred with by the County

Administrator, and the Auditor-Controller; B) whereas it is unlikely that the Social Worker IV/Psychotherapist position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applicants apply for the specialized position; and C) approve the hiring of one (1) Social Worker IV at Range 73 (\$5,302 - \$6,449) or Psychotherapist at Range 81 (\$6,407 - \$7,792), contingent upon qualifications.

15. **Public Works - Town Water Systems** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Associate Engineer or one (1) Engineer Assistant I or II exists in Non-General Fund Water Systems budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Associate Engineer at Range 78 (\$5,971 - \$7,255) or a Engineer Assistant I at Range 71 (\$5,058 - \$6,150) or an Engineer Assistant II at Range 75 (\$5,563 - \$6,761), depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

16. **Auditor-Controller** - Request Board adopt Resolution 2021-45, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting Tax Rates for Fiscal Year 2021-2022, Pursuant to California Government Code Section 29100," and authorize the Chairperson to sign.
17. **Auditor-Controller** - Request Board adopt Resolution No. 2021-46, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Establishing Fiscal Year 2021-2022 Appropriation Limit Under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign.
18. **County Administrator** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Central Valley Toxicology, Inc. of Clovis, CA, increasing the contract to an amount not to exceed \$28,000, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.
19. **Environmental Health** - Request Board: A) declare IDEXX Laboratories, Inc. of Westbrook, ME a sole-source provider of Colilert reagent and other laboratory supplies used for the testing of total coliform and E. coli bacteria in water; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$25,000, payable to IDEXX Laboratories Inc. of Westbrook, ME for laboratory supplies for the period of September 7, 2021 through June 30, 2022.
20. **Health & Human Services** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and IDEA Consulting of Davis, CA for the provision of independent contractor services, amending the Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
21. **Health & Human Services** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Denise Marley that amends Standard Contract 116 to remove section 3(b) and adds additional expenditure clarification verbiage for Fiscal Year 2021-2022 and Fiscal Year 2022-2023, and authorize the

Chairperson to sign.

22. **Health & Human Services - Behavioral Health** - Request Board: A) approve the Behavioral Health Advisory Board Bylaws; and B) appoint Jane Gillam and Lynn E. Martin each to an unexpired 3-year term on the Behavioral Health Advisory Board ending June 30, 2023.
23. **Health & Human Services - Fiscal** - Request Board authorize a purchase order in an amount not to exceed \$18,120, payable to RTZ Associates of Lafayette, CA for an online web portal for the GetCare program in the Eastern Sierra Area Agency on Aging, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.
24. **Health & Human Services - Social Services** - Request Board authorize payment of County Welfare Directors Association Annual Fees in the amount of \$21,666, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.
25. **Public Works** - Request Board authorize the Public Works Director to sign the Federal Aviation Administration (FAA) grant funding from the Airport Rescue Grant Program for the Bishop Airport and Lone Pine Airport and the FAA Airport Improvement Program (AIP) grant for the Bishop Airport.
26. **Public Works** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$30,000, payable to Bishop Automotive Center of Bishop, CA for the purchase of equipment repair and service items, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget.
27. **Sheriff** - Request Board: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of support services for the Jail Records Management and Computer Aided Dispatch System; and B) ratify and approve a purchase order and payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$25,936 for RIMS annual support services, contingent upon Board approval of the Fiscal Year 2021-2022 Budget.

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

28. **County Administrator/Public Health** - Request Board approval for Health and Human Services to prepare a letter to the California Department of Public Health (CDPH) requesting consideration of its decision to remove critical alternative safety measures from its mandate and consider permitting unvaccinated healthcare workers to continue to undergo regular testing as an accommodation.
29. **Health & Human Services - Behavioral Health** - Request Board approve a proclamation declaring September as National Suicide Prevention and Recovery Month in Inyo County.
30. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for September 9, 2021.
31. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the performance contract between the County of Inyo and the State of California, Department of Health Care Services (DHCS), for the provision of county mental health services for the period of July 1, 2021 through June 30, 2024, and authorize the HHS Director to sign two copies of each of the following: the Performance Contract (Exhibits A, B, D, E), the STD 213 form, and the Contractor Certification Clause CCC 04/2017.

32. **County Administrator - Personnel** - Request Board approve the contract between the County of Inyo and Sue Dishion for provision of professional services as Assistant County Administrator at a monthly salary of \$12,365, effective September 16, 2021, and authorize the County Administrator to sign.

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

33. **11 A.M. - County Counsel** - Request Board approve Ordinance 1270, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing and Replacing Certain Sections of Title 22 of the Inyo County Code Related to Code Enforcement."
34. **11 A.M. - Budget Hearings** - Request Board: A) collect public comment; and B) review and adopt the Fiscal Year 2021-2022 County Budget according to the schedule provided (see attached).

(If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to September 21, 2021, the 14-day deadline to complete the Budget Hearings.)

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

35. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

36. **Sheriff** - Annual Sheriff's Special Appropriations Report



**PROCLAMATION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO,
STATE OF CALIFORNIA
DECLARING SEPTEMBER 11, 2021 PATRIOT DAY AND
A DAY OF SERVICE AND REMEMBRANCE**

WHEREAS, many Americans vividly recall the precise moment 20 years ago when terrorists killed thousands of our fellow Americans at the World Trade Center in New York City; at the Pentagon in Arlington, Virginia; and on a quiet field in Shanksville, Pennsylvania; and

WHEREAS, the horrific events of that day caused stark disbelief, agonizing sorrow, and profound suffering around the world, but America's strength, courage, and compassion never wavered; and

WHEREAS, first responders instantly rushed into harm's way on the morning of September 11, 2001 to save their fellow Americans from the wreckage of the attacks; the passengers of United Flight 93 decisively fought back and saved countless lives at the cost of their own; and Americans across the country provided aid, assistance, and comfort to those in need; and

WHEREAS, against the backdrop of cowardly acts of terror, America once again demonstrated to the world the unmatched strength of our resolve and the indomitable power of our character; and

WHEREAS, every September 11 since, we solemnly remember the nearly 3,000 people who perished in those terrorist attacks, and with gratitude we honor the brave first responders, resolute members of our military, and ordinary Americans who showed extraordinary courage to save others on that fateful day; and

WHEREAS, we will always be grateful for the heroic men and women of our Armed Forces who fought in defense of our country in the aftermath of the largest attack on American soil, and we will never forget those who made the ultimate sacrifice to defend our liberty and freedom.

NOW, THEREFORE, the Inyo County Board of Supervisors does hereby proclaim September 11, 2021 as Patriot Day and a Day of Service and Remembrance in Inyo County, and calls upon all

departments and agencies of Inyo County to display the flag of the United States at half-staff on Patriot Day in honor of the individuals who lost their lives on September 11, 2001;

NOW, THEREFORE, BE IT FURTHER PROCLAIMED that the Inyo County Board of Supervisors calls upon the people of Inyo to participate in community service in honor of those our Nation lost, to appropriately observe this day with remembrance services, and to observe a moment of silent beginning at 8:46 a.m. Eastern Daylight Time to honor the innocent victims who perished as a result of the terrorist attacks of September 11, 2001.

APPROVED AND ADOPTED this 7th day of September 2021, by the Inyo County Board of Supervisors.

Jeff Griffiths,
Chairperson,
County of Inyo Board of Supervisors

Attest: *LESLIE L. CHAPMAN*
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



County Administrator - Parks & Recreation

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Leslie Chapman

SUBJECT: Authorize Personnel to recruit and fill two vacant Parks & Recreation Park Specialist positions.

RECOMMENDED ACTION:

Request Board finds that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for two (2) Parks and Recreation Specialists exists in the General Fund, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of two (2) Parks Specialists at Range 50 (\$3,094 - \$3,764).

SUMMARY/JUSTIFICATION:

The FY 2021-2022 Manpower Report identifies the Parks position (range 50) as being assigned to the County's Park and Recreation program to provide necessary maintenance within the County Park system. These positions are critical to the operation and maintenance of the County's Parks and Campgrounds, and will also be responsible for the maintenance and camping fee collection at the various County campgrounds.

While at Diaz Lake, this position will assist in the inspections and the reporting of the Lake boat traffic for the Quagga Mussel prior to the craft using the Lake.

These positions became vacant with the retirement of two Park Specialist employees.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize filling the vacant position, however, this is not recommended, as the functionality of the Parks program will suffer. When this position is vacant, other County employees are utilized to provide the necessary park and campground maintenance, which takes the employees away from their normally assigned duties.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

Funding for this position is included in the 2021/2022 fiscal year Parks and Recreation budget. 079600.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 8/16/2021
Darcy Ellis	Approved - 8/16/2021
Sue Dishion	Approved - 8/16/2021
Teresa Elliott	Approved - 8/16/2021
Amy Shepherd	Approved - 8/16/2021
Leslie Chapman	Final Approval - 9/2/2021



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Leslie Chapman

SUBJECT: Request to fill Recycling Waste Management Gate Attendant position.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists in the Recycling Waste Management budget, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Gate Attendant at Range 50 (\$3,094 - \$3,764).

SUMMARY/JUSTIFICATION:

The FY 2021-2022 Manpower Report (contingent on approval by your Board as part of the FY 2021-22 County Budget) identifies the landfill Gate Attendant position (Range 50) as being assigned to the County's Recycling Waste Management program to provide necessary landfill waste load inspections and reporting. This position is critical to the operation of the County landfills. The gate attendants perform high volume waste disposal monitoring and reporting, including load checking, to determine charges and to inspect for unacceptable hazardous waste items. The gate attendant will collect disposal fees, issue receipts and maintain accurate records on the fees collected and the volume of waste disposed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize filling the vacant position. However, this is not recommended, as the functionality of the Recycling Waste Management programs will suffer. When a gate attendant position is vacant, the other gate attendants and equipment operators backfill the position, resulting in increased overtime and requiring the gate attendant to work their scheduled days off.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this position is included in the FY 2021-2022 Solid Waste Budget.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 8/16/2021
Darcy Ellis	Approved - 8/16/2021
Sue Dishion	Approved - 8/16/2021
Teresa Elliott	Approved - 8/16/2021
Marshall Rudolph	Approved - 8/16/2021
Amy Shepherd	Approved - 8/16/2021
Leslie Chapman	Final Approval - 8/18/2021



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Melissa Best-Baker

SUBJECT: Request to hire one full time Social Worker IV/Psychotherapist position in the Behavioral Health division.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the HHS Director and concurred with by the County Administrator, and the Auditor-Controller; B) whereas it is unlikely that the Social Worker IV/Psychotherapist position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applicants apply for the specialized position; and C) approve the hiring of one (1) Social Worker IV at Range 73 (\$5,302 - \$6,449) or Psychotherapist at Range 81 (\$6,407 - \$7,792), contingent upon qualifications.

SUMMARY/JUSTIFICATION:

A full time Social Worker IV/Psychotherapist position in the Behavioral Health Division will be vacant due to the resignation of an employee as of September 21, 2021. This position is one of three authorized Social Worker IV/Psychotherapist positions in the Child and Family Behavioral Health programs and is supervised by the HHS Behavioral Health Child and Family Program Chief. This position is part of a system of care that provides services primarily to youth ages four to eighteen and their families. The position is part of a team made up of HHS Specialists and clinicians that provide services to 90-100 children, youth, and families. A primary target population is youth involved in the foster care system, youth involved in the juvenile justice system or youth with significant school issues, as well as those experiencing childhood trauma. This position provides mental health assessment of referred children and families and carries a caseload of children/youth and families, including those with emotional disturbance or co-occurring disorders.

This position also takes an active part in behavioral health crisis intervention services, including participation in an on-call response system. In this capacity, the person in this position responds to and assesses crises and urgent behavioral health situations and works to ensure support and treatment are provided in the least restrictive environment.

The Department respectfully requests that your Board authorize the hiring of one full-time Social Worker IV or

Psychotherapist, dependent upon the qualifications to fill the vacancy in the Behavioral Health Child and Family Services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not to fill this vacancy. This would result in decreased access to services for the target population and puts Medi-Cal funds at risk. It would also result in increased overtime costs and coverage issues.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

FINANCING:

This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker	Created/Initiated - 8/24/2021
Darcy Ellis	Approved - 8/24/2021
Marilyn Mann	Approved - 8/24/2021
Amy Shepherd	Approved - 8/25/2021
Sue Dishion	Approved - 8/25/2021
Marilyn Mann	Final Approval - 8/25/2021



County of Inyo



Public Works - Town Water Systems

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Chris Cash

SUBJECT: Recruitment of vacant Public Works Engineering position for the Water Systems

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Associate Engineer or one (1) Engineer Assistant I or II exists in Non-General Fund Water Systems budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Associate Engineer at Range 78 (\$5,971 - \$7,255) or a Engineer Assistant I at Range 71 (\$5,058 - \$6,150) or an Engineer Assistant II at Range 75 (\$5,563 - \$6,761), depending on qualifications.

SUMMARY/JUSTIFICATION:

The Public Works Department has an Associate Engineering position vacancy due to the retirement of one of our Associate Engineers in the Water Systems division of Public Works. We are requesting this position be flexibly recruited as an Associate Engineer or an Assistant Engineer, depending on qualifications. The filling of this position is vital to the continued success of the County Water Systems and the County goals in modernization of the three Town Water systems and ongoing system repairs. It is anticipated that this position will become the redundancy for the Town operations and ensure coverage while one of the system Operators is absent.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to let us recruit and fill this position. Not filling this position is not recommended as this position is integral to the operations of the Water Systems.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Personnel

FINANCING:

This position is budgeted in the Water Systems budget 152198 in the salaries and benefits object codes.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 8/27/2021
Darcy Ellis	Approved - 8/27/2021
Breanne Nelums	Approved - 8/27/2021
Amy Shepherd	Approved - 8/27/2021
Sue Dishion	Approved - 8/27/2021
Michael Errante	Final Approval - 8/27/2021



County of Inyo



Auditor-Controller

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Amy Shepherd

SUBJECT: 2021-2022 Property Tax Rate Approval

RECOMMENDED ACTION:

Request Board adopt Resolution 2021-45, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting Tax Rates for Fiscal Year 2021-2022, Pursuant to California Government Code Section 29100," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Each fiscal year the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, include the countywide rate of 1.000000%, are on the attached resolution.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board of Supervisors approves the rates each fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0. The estimated amount for FY 2020-2021 general fund revenue secured taxes, totals \$ 13,542,686.00. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

OTHER AGENCY INVOLVEMENT:

School districts and many special districts receive property tax revenues as they are distributed to each tax-receiving agency based on a schedule developed by the Auditor-Controller's Office in accordance with R & T Codes pertaining to property tax.

FINANCING:

Inyo County, as well as the affected special districts, derives a significant amount of discretionary revenue from property taxes.

ATTACHMENTS:

1. Tax Rate Resolution 2021

APPROVALS:

Christie Martindale
Marshall Rudolph
Leslie Chapman
Darcy Ellis
Amy Shepherd

Created/Initiated - 8/30/2021
Approved - 8/31/2021
Approved - 9/2/2021
Approved - 9/2/2021
Final Approval - 9/2/2021

RESOLUTION 2021-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ADOPTING TAX RATES FOR FISCAL YEAR 2021-2022
PURSUANT TO GOVERNMENT CODE SECTION 29100**

WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and 100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2021-2022 as follows:

County Wide	1.00000000%
Big Pine Unified School District - 2005 Debt	0.04171643%
Bishop Elementary – 2000 Debt and 2016 Refunding	0.01962977%
Bishop Unified – 2000 Debt and 2016 Refunding	0.00600139%
Owens Valley Unified School District – 2014 Refunding	0.03164705%
Round Valley Elementary – 1999 Debt	0.02292878%
Northern Inyo Hospital District – 2005 & 2015 Refunding	0.05974569%
Unitary & Operating Non-Unitary	0.20601472%
Northern Inyo Hospital – Gann Limit Refund	(0.01421153) %

PASSED AND ADOPTED this ____ September 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

Attest: Leslie Chapman, Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board



County of Inyo

Auditor-Controller

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Amy Shepherd

SUBJECT: 2021-2022 GANN Appropriation Limit for Property Taxes

RECOMMENDED ACTION:

Request Board adopt Resolution No. 2021-46, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Establishing Fiscal Year 2021-2022 Appropriation Limit Under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The "appropriation limit" established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2021-2022 fiscal year. The calculation was performed pursuant to the "Article XIII-B Appropriation Procedure Guidelines for California Counties" written by the Accounting Standards and Procedures Committee, November 1990. The 2021-2022 calculated Gann Limit is \$50,377,277.00

The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current "cushion" between the 2021-2022 proposed proceeds of taxes, \$20,717,288.00, and the calculated 2021-2022 limitation is \$29,659,989.00

After reviewing the County's Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2021-2022 Proposed Budget is within the "appropriation limit." The 2021-2022 periodic review of actual revenues and expenditures will be made during the year in order to insure that the County remains in compliance with Article XIII-B.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. On June of 1990 the voters passed Proposition 111, which updates the States' appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not adopt the resolution accepting the Gann limit calculation. This is not recommended since the Gann limit applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. GANN Limit 2021-2022
2. GANN Limit Resolution 2021
3. GANN Limit 2021-2022. Revenue Calculationpdf

APPROVALS:

Christie Martindale
Marshall Rudolph
Leslie Chapman
Amy Shepherd

Created/Initiated - 8/9/2021
Approved - 8/31/2021
Approved - 9/2/2021
Final Approval - 9/2/2021

ATTACHMENT A
STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS
FOR THE TAX YEAR 2021-2022

	2019-2020 Limit	Population Change	Per Capita Change	2020-2021 Limit	Population Change	Per Capita Change	2021-2022 Limit
Big Pine Lighting	57,552.52	1.001	1.0396	59,891.43	1.0004	1.0573	63,348.54
Independence Lighting	57,375.78	1.001	1.0396	59,707.51	1.0004	1.0573	63,154.00
Lone Pine Lighting	82,529.88	1.001	1.0396	85,883.86	1.0004	1.0573	90,841.32
Big Pine Fire	372,228.75	1.001	1.0396	387,355.97	1.0004	1.0573	409,715.29
Bishop Fire	584,756.48	1.001	1.0396	608,520.75	1.0004	1.0573	643,646.35
Independence Fire	255,519.80	1.001	1.0396	265,904.02	1.0004	1.0573	281,252.78
Lone Pine Fire	318,427.89	1.001	1.0396	331,368.67	1.0004	1.0573	350,496.24
Big Pine Cemetery	78,967.75	1.001	1.0396	82,176.97	1.0004	1.0573	86,920.46
Independence Cemetery	182,603.46	1.001	1.0396	190,024.39	1.0004	1.0573	200,993.15
Mt. Whitney Cemetery	126,995.02	1.001	1.0396	132,156.05	1.0004	1.0573	139,784.48
Pioneer Cemetery	472,742.80	1.001	1.0396	491,954.88	1.0004	1.0573	520,351.95
Tecopa Cemetery	13,254.21	1.001	1.0396	13,792.85	1.0004	1.0573	14,589.01
Darwin CSD	19,446.31	1.001	1.0396	20,236.60	1.0004	1.0573	21,404.72
Olancho CSD	157,763.70	1.001	1.0396	164,175.16	1.0004	1.0573	173,651.82
Westridge CSD	99,079.35	1.001	1.0396	103,105.89	1.0004	1.0573	109,057.47
Southern Inyo Emergency	132,252.12	1.001	1.0396	137,626.79	1.0004	1.0573	145,571.01
INYO COUNTY	45,768,051.87	1.001	1.0396	47,628,047.19	1.0004	1.0573	50,377,277.15

,

RESOLUTION 2021 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ESTABLISHING FISCAL YEAR 2021-2022 APPROPRIATION LIMIT UNDER
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS**

WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS, Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2021-2022; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2021-2022 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2021-2022 as shown on Attachment A is hereby established as \$50,377,277.00 such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution; and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2021-2022 may be adjusted at a later date in the event that revenues which are unanticipated, and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

Attest: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

**GANN Limit Calculation
Based on Projected Revenues
Fiscal Year Ending June 30, 2022**

	Projected FY 21-22
Current Secured Taxes - 4001	13,542,686
Current Unsecured Taxes - 4004	935,602
Current Unsecured Aircraft Tax - 4005	20,000
SB813 Distributions - 4008	60,000
Sales Tax - 4062 & 4063	1,500,000
Real Property Transfer Tax - 4082	91,000
Transient Occupancy Tax - 4083	3,000,000
Transaction & Use Tax - 4085	1,500,000
Interest on Tax Funds - 4303	100
Homeowners Property Tax Relief - 4472	<u>67,900</u>
	20,717,288

2020-2021 Limitation (Using Per Capita personal Income % Change)	47,628,047
2020-2021 Population Factor	1.0004
2020-2021 Per Capita Factor	<u>1.0573</u>
2021-2022 Appropriation Limit	50,377,277
2021-2022 Proceeds of Taxes	<u>(20,717,288)</u>
Amount Under Limitation	29,659,989



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Denelle Carrington

SUBJECT: Approval of Amendment #1 with Central Valley Toxicology, Inc.

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Central Valley Toxicology, Inc. of Clovis, CA, increasing the contract to an amount not to exceed \$28,000, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This three-year contract ends on June 30, 2022. When the contract was originally initiated back in 2019, there were fewer autopsies being performed and the Coroner caseload was lower. The Coroners office is required to investigate certain cases and toxicology services are required for each autopsy. The increase in this contract will allow the Coroner to continue toxicology testing through the end of this fiscal year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment, which would impact the job and required duties of the Coroners Office.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This expense is budgeted in the Coroner Budget #023500 in Professional Services (5265).

ATTACHMENTS:

1. Central Valley Toxicology Amendment 1

APPROVALS:

Denelle Carrington

Created/Initiated - 8/30/2021

Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd

Approved - 8/30/2021
Approved - 8/30/2021
Approved - 8/30/2021
Final Approval - 8/30/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Central Valley Toxicology, Inc.
FOR THE PROVISION OF Toxicology SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Central Valley Toxicology, Inc. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Toxicology Services dated May 7, 2019 on County of Inyo Standard Contract No. 116 for the term from July 1, 2019 to June 30, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit Upon Amount Payable Under This Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this agreement shall not exceed \$28,000 (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.

In Attachment B, Agreement Between County of Inyo and Central Valley Toxicology, Inc. for the provision of Toxicology Services under the Schedule of Fees, Not to exceed \$4,000 per year is changed to Total Amount of Funding is \$28,000.

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Central Valley Toxicology, Inc.
FOR THE PROVISION OF Toxicology SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: 
Signature

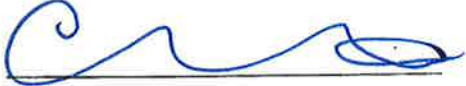
Dated: _____

Eduardo Espirito
Type or Print
Dated: 08-30-21

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor



County of Inyo



Environmental Health

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Jerry Oser

SUBJECT: IDEXX Laboratories Sole-Source Purchase Order

RECOMMENDED ACTION:

Request Board: A) declare IDEXX Laboratories, Inc. of Westbrook, ME a sole-source provider of Colilert reagent and other laboratory supplies used for the testing of total coliform and E. coli bacteria in water; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$25,000, payable to IDEXX Laboratories Inc. of Westbrook, ME for laboratory supplies for the period of September 7, 2021 through June 30, 2022.

SUMMARY/JUSTIFICATION:

This is an annual request presented to your Board.

IDEXX Laboratories, Inc. is the sole distributor of the "Colilert" reagent and other laboratory supplies utilized in the enzyme-substrate method of determining total and escherichia coliform bacteria content in water. All water testing conducted in the Inyo County lab is done via this enzyme substrate method. Laboratory procedures must adhere to the Standard Operating Procedures Manual, which specifies the utilization of the Colilert reagent for the enzyme-substrate analyses. The Inyo County laboratory is certified by the State of California every two years and must adhere strictly to the Standard Operating Procedures Manual in order to maintain certification. Revenue from the water lab exceeds \$150,000 annually (non-COVID) and is credited to the Environmental Health Department budget, which in turn provides adequate funding to operate the lab, including these purchases.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Changing to a different product would jeopardize our continued state certification of the lab, which would result in the discontinuation of this valuable service to the community. Discontinuation of the enzyme-substrate method would require substitute analytical methods including multiple tube fermentation and/or heterotrophic plate counts. These methods are much more costly, have longer turnaround times, and are much more labor-intensive.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The laboratory supplies order will be paid through the Environmental Health Department budget (045400) object code 5201 and this amount has been included in the Fiscal Year 2020/2021 budget request.

ATTACHMENTS:

APPROVALS:

Jerry Oser	Created/Initiated - 8/23/2021
Darcy Ellis	Approved - 8/23/2021
Jerry Oser	Approved - 8/30/2021
Amy Shepherd	Final Approval - 8/30/2021



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Melissa Best-Baker

SUBJECT: Approval of contract amendment between the County of Inyo and IDEA Consulting

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and IDEA Consulting of Davis, CA for the provision of independent contractor services, amending the Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board previously authorized a contract with IDEA Consulting of Davis, California to provide consultation, training and related services to our Behavioral Health division. IDEA Consulting provides specialized knowledge, experience and expertise in the planning and implementation of the Mental Health Services Act funds, ensuring the agency is compliant with state regulations. IDEA Consulting provides the Department with access to the Relias Learning online training platform, which provides access to training resources that ensure our compliance with state and federal training requirements. The Schedule of Fees submitted with the original contract that your Board approved on May 11, 2021, did not reflect the fees associated with access to the Relias Learning platform.

This contract amendment reflects the quarterly cost to access the training and reporting platform. The Department respectfully requests your Board approve Amendment No. 1 to the contract between the County of Inyo and IDEA Consulting of Davis, California, to amend the Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could deny the contract amendment which would limit staff access to training resources.

OTHER AGENCY INVOLVEMENT:

Stakeholders and partners include consumers of behavioral health services and their families as well as a wide array of representatives of such entities as Schools, Law Enforcement, Senior Services providers, Courts, Probation, Health and Human Services, Ethnic-Specific groups, Development Disabilities, and Special Education.

FINANCING:

Mental Health funds, including MHSA WET funds (in approved plan). This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. 20210511HHS-Behav.Health - IDEAContract 21-22 (EXECUTED)
2. IDEA Contract Amendment

APPROVALS:

Melissa Best-Baker	Created/Initiated - 8/13/2021
Darcy Ellis	Approved - 8/13/2021
Lucy Vincent	Approved - 8/13/2021
Marilyn Mann	Approved - 8/24/2021
Marshall Rudolph	Approved - 8/25/2021
Amy Shepherd	Approved - 8/25/2021
Marilyn Mann	Final Approval - 8/25/2021

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 11th day of May 2021 an order was duly made and entered as follows:

*HHS-Behavioral
Health – IDEA
Consulting Sole-
Source Contract*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to: A) declare I.D.E.A. Consulting of Davis, CA a sole-source provider of consulting services; B) approve the contract between the County of Inyo and I.D.E.A. Consulting of Davis, CA for the provision of consulting services in an amount not to exceed \$15,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: May 12, 2021

WITNESS my hand and the seal of said Board this 11th
Day of May, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

By: _____

**AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Consulting services of IDEA Consulting of Davis, 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 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 7/1/2021 to 6/30/2022 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 Fifteen Thousand Dollars

(\$ 15,000) (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, 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, ET CETERA.

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 C 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, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

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, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. 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.

14. 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.

15. 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.

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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.

18. 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.

19. 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.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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>1360 North Main Street</u>	Address
<u>Bishop, California 93514</u>	City and State

Contractor:	
<u>IDEA Consulting</u>	Name
<u>2108 Alameda Avenue</u>	Address
<u>Davis, California 95616</u>	City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING**
FOR THE PROVISION OF CONSULTING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 12th DAY OF May, 2021.

COUNTY OF INYO

CONTRACTOR

By: 
Signature

By: 
Signature

Jeff Griffiths
Print or Type Name

Nancy M Callahan, PhD
Print or Type Name

Dated: 05/12/2021

Dated: 20 April 2021

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 IDEA CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: 7/1/2021 **TO:** 6/30/2022

SCOPE OF WORK:

SERVICES TO BE PERFORMED BY CONTRACTOR:

At the direction of Inyo County Behavioral Health, I.D.E.A. Consulting agrees to provide the following Quality Management (QM), Quality Improvement (QI) and compliance activities:

1. Conduct staff training activities in consultation with staff on a range of topics including Quality Management, documentation, and compliance activities.
2. Assist County Staff in the development and implementation of a compliance plan and related procedures. Provide training to staff on compliance plan components.
3. Provide consultation to County at County request for issues pertaining to Cultural Competence, Health Insurance Portability and Accountability Act, Quality Management, Quality Improvement, compliance and DHCS regulations.
4. Provide consultation and technical assistance as related to other County Mental Health special projects as requested by the local Mental Health Director.
5. Provide consultation and technical assistance as related to other special projects as requested by the local Mental Health Director related to the implementation of the Mental Health Act (MHSA).

On behalf of Inyo County Behavioral Health, I.D.E.A. Consulting agrees to provide services related to the Relias Learning online training program. This training program provides a web-based site for training of the Inyo County Behavioral Health workforce, and includes clinical and CEU courses related to mental health and substance abuse treatment. The Relias Learning program also includes a consumer access site for online courses reference library, and a health-related community resource list.

I.D.E.A. Consulting will fulfill the following activities on behalf of the Inyo County Behavioral Health Department (Department):

1. Provide service pursuant to the Relias Learning Membership Agreement, which includes both the workforce training site and the consumer access site;
2. Develop and maintain an I.D.E.A. Consulting workforce training site through Relias Learning to which the Department will have supervisory and other assigned access;
3. Perform administrative functions for the training site, including adding new content to the site, establishing user demographic fields, and managing the content of the site;
4. Collaborate with Inyo County Behavioral Health to develop appropriate training curricula and materials to best meet the needs of the Department's workforce; and
5. Provide usage reports and other tracking documentation on a regular basis.

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

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: 7/1/2021 **TO:** 6/30/2022

SCHEDULE OF FEES:

Rate of Payment: Contractor shall be paid \$125.00 (One Hundred Twenty Five Dollars) per hour.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING
FOR THE PROVISION OF CONSULTING **SERVICES****

TERM:

FROM: 7/1/2021 **TO:** 6/30/2022

SEE ATTACHED INSURANCE PROVISIONS

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

County of Inyo

By: 

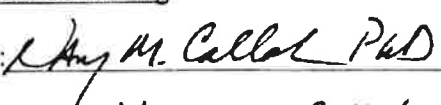
Print Name: Jeff Griffiths

Title: Chairperson

Date: 05/12/2021

BUSINESS ASSOCIATE

IDEA Consulting

By: 

Print Name: Nancy M Callahan, PhD

Title: owner

Date: 20 April 2021

Attachment C: Insurance Requirements for HHS Provider Services

Contractor 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 Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 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. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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 Contractor 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 Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

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. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

Professional Liability: Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations

Attachment C: Insurance Requirements for HHS Provider Services

as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private 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. Check with Risk Management if CL is required.

If the Contractor 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 Contractor's insurance coverage shall be 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 Contractor'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.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or 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 (should be applicable only to professional liability)

Attachment C: Insurance Requirements for HHS Provider Services

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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor 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 Contractor'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

Contractor 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-

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
IDEA Consulting
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
IDEA Consulting _____, of Davis, CA
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated May 11, 2021, on County of Inyo Standard
Contract No. 116, for the term from July 1, 2021 to June 30, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend the Schedule of Fees to read:

Quarterly fee of \$990.00 for access, use and reporting of the Relias Learning online training program.

All other terms and conditions remain unchanged.

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
IDEA Consulting
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Nancy McCallahan, IDEA Consulting
Signature

Nancy McCallahan, IDEA Consulting
Type or Print

Dated: 12 August 2021

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 RISK ASSESSMENT:

County Risk Manager



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Genoa Meneses

SUBJECT: Denise Marley Contract Amendment No. 01

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Denise Marley that amends Standard Contract 116 to remove section 3(b) and adds additional expenditure clarification verbiage for Fiscal Year 2021-2022 and Fiscal Year 2022-2023, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

As part of our response to the Coronavirus pandemic, Inyo County's Public Health & Prevention – COVID-19 Response Team contracted with Denise Marley in May 2021 to conduct Graphic Design & Marketing Services to support campaigns and response efforts that focus on relevant and important information during the pandemic response and recovery.

Since the contract was fully executed, some needs not previously anticipated have come up that need to be addressed within the contract through a formal contract amendment:

1. Remove section 3(b) from the standard contract 116; and
2. Add clarification to allowable expenditures beyond graphic design and marketing services to include travel expenses and reimbursement with express written permission in advance.

The budget and contract amount will remain the same through June 30, 2023. We respectfully request your Board approve the contract agreement with Denise Marley and authorize the Chairperson to sign Amendment No. 01.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract amendment, which would prevent the Public Health & Prevention/COVID-19 Response Team from having a contract that limits the contractor by not allowing additional expenses to be considered/approved as they arise to support changing service needs and demands.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal Funding. This contract will be budgeted in the ELC #2 budget (610390) in object code Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. DMarley_InyoContract_Signed
2. 01_Amendment_DMarley_InyoContract_draft-v3

APPROVALS:

Genoa Meneses	Created/Initiated - 8/25/2021
Darcy Ellis	Approved - 8/25/2021
Anna Scott	Approved - 9/1/2021
Melissa Best-Baker	Approved - 9/2/2021
Marshall Rudolph	Approved - 9/2/2021
Amy Shepherd	Approved - 9/2/2021
Marilyn Mann	Final Approval - 9/2/2021

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 25th day of May 2021 an order was duly made and entered as follows:

*HHS-Public Health
& Prevention –
Denise Marley
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to ratify and approve the agreement between the County of Inyo and Denise Marley of La Quinta, CA for compensation of services satisfactorily rendered to support Graphic Design & Marketing Services for Public Health & Prevention/COVID-19 Response activities as part of the ELC 2 & ELC Expansion Grant in Inyo County, in the amount of \$150,000 for the period of May 15, 2021 through June 30, 2023, contingent upon the approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Pucci absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: May 26, 2021

WITNESS my hand and the seal of said Board this 25th
Day of May, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 25, 2021

FROM: Genoa Meneses

SUBJECT: Agreement between Inyo County and Denise Marley

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and Denise Marley of La Quinta, CA for compensation of services satisfactorily rendered to support Graphic Design & Marketing Services for Public Health & Prevention/COVID-19 Response activities as part of the ELC 2 & ELC Expansion Grant in Inyo County, in the amount of \$150,000 for the period of May 15, 2021 through June 30, 2023, contingent upon the approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

From the onset of the stay-at-home order, in response to the Coronavirus pandemic, Inyo County's Public Health & Prevention/COVID-19 Response Team has achieved basic emergency response communication with residents, but struggled with the timely creation, execution, and dissemination of multi-platform and bi-lingual communication campaigns that reach, resonate, and engage members of the community, specifically: unhoused, undocumented, geographically, culturally, and/or technologically isolated residents. The Public Health & Prevention/COVID-19 Response Team wants to continue helping families throughout Inyo County navigate continued COVID-19 risks, including exposures, timely testing, isolation/quarantine, comprehensible vaccine information, easy access to vaccines, and understanding safety guidelines and best practices as we move beyond the CA Blueprint for a Safer Economy. It is essential to continue creating awareness and access to Inyo County Public Health & Prevention programs and opportunities, to ensure the continued safety and recovery of our community.

In March 2021, when the Public Health & Prevention/COVID-19 Response Team received an award letter for the Epidemiology and Laboratory Capacity (ELC) Expansion Grant, HHS Directors and Managers discussed the importance of creating better communication campaigns that ensure health equity for all members of our community. To this end, the team approved \$150,000 towards graphic design and marketing services to be completed in both English and Spanish for the remainder of the grant period (through June 30, 2023) to quickly address needs and information surrounding COVID-19, Public Health & Prevention, and Disaster Preparedness in Inyo County. At the March 29, 2021 Public Health & Prevention/COVID-19 Response meeting, team members approved a Graphic Design & Marketing Services Request for Proposals (RFP). The RFP specifics that funding will support the provision of graphic design and marketing services in English and Spanish to support outreach and communication in Inyo County during the COVID-19 pandemic. The RFP was reviewed by Inyo County

Counsel on March 31, 2021. The RFP was published on April 1, 2021 and remained open Friday, April 15 at COB (5:00 pm). During the proposal period, fourteen (14) proposals were received. Once the submission period closed, the Graphic Design & Marketing Services Review Committee began reviewing each proposal completeness, depth and breadth of experience, multi-language experience, and comprehensive billing.

The Graphic Design & Marketing Services Review Committee selected Denise Marley's proposal based on its merits at the May 3, 2021 meeting, in the amount of \$150,000.00, which shall be used to support graphic design and marketing services in both English and Spanish for Public Health & Prevention/COVID-19 Response campaigns in Inyo County. These campaigns and response efforts will focus on relevant and important information, upcoming adjustments, and overall recovery post-pandemic.

We respectfully request your Board approve the agreement with Denise Marley and authorize the Chairperson to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, which would result in the Public Health & Prevention/COVID-19 Response Team inability to execute a comprehensive communication plan developed under the ELC 2 and ELC Expansion grant funding.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal Funding. This contract will be budgeted in the ELC #2 budget (610390) in object code Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Denise Marley Contract

APPROVALS:

Genoa Meneses	Created/Initiated - 5/19/2021
Darcy Ellis	Approved - 5/19/2021
Genoa Meneses	Approved - 5/19/2021
Anna Scott	Approved - 5/19/2021
Melissa Best-Baker	Approved - 5/19/2021
Marilyn Mann	Approved - 5/19/2021
Marshall Rudolph	Approved - 5/19/2021
Amy Shepherd	Approved - 5/19/2021
Aaron Holmberg	Approved - 5/19/2021
Marilyn Mann	Final Approval - 5/19/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND Denise Marley
FOR THE PROVISION OF Graphic Design & Marketing Services **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Graphic Design/Marketing Svcs. services of Denise Marley of La Quinta, 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 Anna Scott, whose title is: Director of Public Health & Prevention. 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 May 15 2021 to June 30 2023 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 One Hundrend Fifty Thousand and zero cents Dollars

(\$150,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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 C 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, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

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, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. 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.

14. 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.

15. 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.

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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.

18. 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.

19. 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.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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 - Public Health & Prevention</u>	Department
<u>207A W. South Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Denise Marley</u>	Name
<u>53465 Avenida Rubio</u>	Address
<u>La Quinta, CA 92253</u>	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Denise Marley

FOR THE PROVISION OF Graphic Design & Marketing Services **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 3rd DAY OF August, 2021.

COUNTY OF INYO

By: 
Signature

Jeff Griffiths
Print or Type Name

Dated: 08/03/2021

CONTRACTOR


By: 
Signature

Denise Marley
Print or Type Name

Dated: 5/11/21

APPROVED AS TO FORM AND LEGALITY:


County Counsel



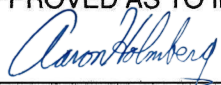
APPROVED AS TO ACCOUNTING FORM:


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 Denise Marley

FOR THE PROVISION OF Graphic Design & Marketing Services **SERVICES**

TERM:

FROM: 05/15/2021 **TO:** 06/30/2023

SCOPE OF WORK:

Contractor will:

- A. Provide their own licenses to design programs, preferred: Adobe Creative Suite;
- B. Follow creative requests and design/layout content appropriately in English AND/OR Spanish, as directed;
- C. Assist with other creative needs, such as email marketing (Constant Contact), website updates (Drupal), and static video creation as needed (in Animoto, or similar program);
- D. Package files as needed for printing and/or trafficking to media outlets; and
- E. Package all final design files periodically for transfer and storage on the Inyo VPN.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Denise Marley

FOR THE PROVISION OF Graphic Design & Marketing Services **SERVICES**

TERM:

FROM: 05/15/2021 **TO:** 06/30/2023

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$150,000.00, incurred from May 15, 2021 to June 30, 2023, based upon services provided.

Actual graphic design and marketing service costs are to be invoiced to Public Health & Prevention Inyo County (ATTN: Anna Scott and Genoa Meneses) once a month, in an itemized statement that includes the date on which the services/work was performed, description of the services/work performed (note English or Spanish), the hourly rate breakdown, and the total cost of all services.

Expenditures beyond graphic design and marketing services (in english and/or spanish), like the purchasing of stock image(s) or simliar design elements/marketing needs, must be approved in advance with express written permission and included in the monthly invoice for reimbursement and include supporting documentation (receipts). The statement to be submitted must cover the period from the 1st of the month through and including the last day of the month.

In accordance with paragraph 3. E - Billing and Payment: monthly invoices with attached expenditure information and fiscal receipts including supporting documentation to what is being claimed, should be received by Public Health & Prevention Inyo County no later than five (5) days after the end of the month. Public Health & Prevention retains the right to withhold payment until satisfactory receipt and review of those materials has taken place.

If all budget funds are paid out early in the contract period (prior to June 30, 2023), the contract will be considered complete and invoices with a zero balance do not need to be submitted. The County retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance, continued funding availability, and Health and Human Services (HHS) - Public Health & Prevention approval.

Invoice Due Dates: the first business day of the month, but no later than five (5) days after then end of the month.

Budget:

Graphic Design and Marketing Services Work: in English - \$40/hr
Graphic Design and Marketing Services Work: in Spanish - \$45/hr
Total Budget \$150,000

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Denise Marley

FOR THE PROVISION OF Graphic Design and Marketing Services **SERVICES**

TERM:

FROM: 05/15/2021

TO: 06/30/2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for HHS Provider Services

Contractor 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 Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 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. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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 Contractor 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 Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

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. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

Professional Liability: Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be

Attachment C: Insurance Requirements for HHS Provider Services

receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private 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. Check with Risk Management if CL is required.

If the Contractor 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 Contractor's insurance coverage shall be 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 Contractor'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.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or 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.

Attachment C: Insurance Requirements for HHS Provider Services

Claims Made Policies (should be applicable only to professional liability)

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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor 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 Contractor'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

Contractor 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-

AMENDMENT NUMBER 01

AGREEMENT BETWEEN THE COUNTY OF INYO AND

Denise Marley FOR THE PROVISION OF Graphic Design & Marketing Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Denise Marley (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated 25th Day of May 2021, on County of Inyo Standard Contract No. _____, for the term from May 15, 2021 through June 30, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Removal of section 3(b) from the contract; and
2. Update the Schedule of Fees to the following:

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed \$150,000.00, incurred from May 15, 2021 to June 30, 2023, based upon services provided.

Actual graphic design and marketing service costs are to be invoiced to Public Health & Prevention Inyo County (ATTN: Anna Scott and Genoa Meneses) once a month, in an itemized statement that includes the date on which the services/work was performed, description of the services/work performed (note English or Spanish), the hourly rate breakdown, and the total cost of all services.

All expenditures beyond graphic design and marketing services, like the purchasing of stock image(s) or similar design elements/marketing needs, or reimbursement for work-related travel expenses (ex - brand development on-site visits), must be approved in advance with express written permission and included in the monthly invoice for reimbursement and include supporting documentation (itemized receipts) that do not exceed California per diem travel expenses allowances for lodging, meals & incidentals, or mileage. The statement to be submitted must cover the period from the 1st of the month through and including the last day of the month.

In accordance with paragraph 3. E - Billing and Payment: monthly invoices with attached expenditure information and fiscal receipts including supporting documentation to what is being claimed, should be received by Public Health & Prevention Inyo County no later than five (5) days after the end of the month. Public Health & Prevention retains the right to withhold payment until satisfactory receipt and review of those materials has taken place.

If all budget funds are paid out early in the contract period (prior to June 30, 2023), the contract will be considered complete and invoices with a zero balance do not need to be submitted. The County retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance, continued funding availability, and Health and Human Services (HHS) - Public Health & Prevention approval.

Invoice Due Dates: the first business day of the month, but no later than five (5) days after then end of the month.

Budget:

Graphic Design and Marketing Services Work: in English - \$40/hr.

Graphic Design and Marketing Services Work: in Spanish - \$45/hr.

Additional Expenditures: *requires approval in advance; not to exceed 15% of contract amount*

Total Budget \$150,000

The effective date of this Amendment to the Agreement is September 7, 2021.

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

AMENDMENT NUMBER 01

AGREEMENT BETWEEN THE COUNTY OF INYO AND

Denise Marley FOR THE PROVISION OF Graphic Design & Marketing Services

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Lucy Vincent

SUBJECT: Approval of Behavioral Health Advisory Board (BHAB) By-laws and Appointment of BHAB Members

RECOMMENDED ACTION:

Request Board: A) approve the Behavioral Health Advisory Board Bylaws; and B) appoint Jane Gillam and Lynn E. Martin each to an unexpired 3-year term on the Behavioral Health Advisory Board ending June 30, 2023.

SUMMARY/JUSTIFICATION:

Your Board approved ordinance 1252 on February 25, 2020, which amended Title 2 of the Inyo County Code and added Chapter 2.54 codifying the Behavioral Health Advisory Board (BHAB) to serve as the Mental Health Board pursuant to Welfare and Institutions Code Section 5600, et seq. BHAB serves as an advisory body to the Board of Supervisors and the local Mental Health Director. The BHAB reviews the County Plan for Mental Health Services and reviews and approves the process by which the plan is developed, providing recommendations to the Board of Supervisors as needed.

The action taken by your Board also allowed for the BHAB to amend its by-laws to allow for Board-appointed alternate members. At the time the ordinance was passed, the BHAB had not been able to establish a quorum to conduct business, including the approval of BHAB by-laws and/or updates to by-laws. The attached draft by-laws are presented to your Board for consideration and approval in order to ensure that, once the BHAB membership census is sufficient to allow for a quorum to conduct business, there are by-laws that provide a governance structure to follow.

In addition to approving the BHAB by-laws, the Department is requesting your Board consider and approve the applications of Jane Gillam and Lynn E. Martin to serve as BHAB members. Ms. Gillam and Ms. Martin submitted their applications following the issuance of a notice of vacancy. Ms. Gillam and Ms. Martin bring knowledge and expertise to the table and the Department respectfully requests your Board appoint Jane Gillam and Lynn E. Martin to the Behavioral Health Advisory Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to fill the vacant seats with the existing applicants, resulting in five vacancies

remaining unfilled.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

FINANCING:

There is no funding involved in this request.

ATTACHMENTS:

1. NOTICE OF VACANCY-BHAB
2. Martin, Lynn Application
3. Gillam, Jane Application

APPROVALS:

Lucy Vincent	Created/Initiated - 8/10/2021
Darcy Ellis	Approved - 8/10/2021
Marilyn Mann	Approved - 8/11/2021
Lucy Vincent	Approved - 8/16/2021
Marilyn Mann	Approved - 9/1/2021
Marshall Rudolph	Approved - 9/1/2021
Marilyn Mann	Final Approval - 9/2/2021



BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY INYO COUNTY BEHAVIORAL HEALTH ADVISORY BOARD

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill five (5) three-year terms on the Behavioral Health Advisory Board: two (2) unexpired terms ending June 30, 2023 and three (3) unexpired terms ending June 30, 2022.

Subject to the rules and conditions of the Short-Doyle Act, the BHAB serves as advisory to the Board of Supervisors and Behavioral Health Director. The BHAB reviews the County Plan for Mental Health Services and reviews and approves the process by which the plan is developed.

Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Friday, May 7, 2021 at 5:00 p.m. Postmarks are not accepted.

For more information, contact Inyo County Behavioral Health at (760) 873-5888.

Attention Legal Notices:

PLEASE PUBLISH IN THE Saturday, April 17 issue of the Inyo Register.

RESUME OF PERSON INTERESTED IN SERVICE AS A MEMBER OF THE INYO COUNTY HEALTH AND HUMAN SERVICES BEHAVIORAL HEALTH ADVISORY BOARD



Name: Lynn E. Martin Telephone: 760/920-5800

Home Address: 1300 Shelly Creek Rd., Spc. 11, Bishop CA 93514

Profession/Occupation: past & future writer

Business Name: Lynn E. Martin

Business Address: as above

I am interested in Mental Health/Alcohol and Other Drug Services, and I am a (check one):

- Partner Representative
Representative of the General Public
[X] Representative of a Consumer of Behavioral Health Services
Provider Representative

Brief Description of Lived Experience, Employment, Education, Activities, and Interests:

B.S. Mathematics 1968, Minor Chemistry/Physics. Interests nutrition, octopuses, current affairs, etc.

Main life activity = psychotherapy. Have worked in technical writing, resume preparation, nursing, secretarial work, substitute teacher.

The following is a brief statement concerning why I wish to serve on the Advisory board, and why I believe I am qualified:

See attached statement.

The Behavioral Health Advisory Board hereby requests that the Inyo County Board of Supervisors to consider the applicant for appointment to service for the term of:

To

Signature: Chairperson Date:

Statement
by Lynn E. Martin
re
why I wish to serve on the BHAB Advisory Board
and
why I believe I am qualified

I like and respect the members of BHAB and their work. Before COVID-19 distancing began, I was privileged to be physically present for a BHAB meeting; I had the impression some of my comments were seen by others as of value.

I've been in psychotherapy most of the time since 1968. I've consulted some 30 therapists; done a good deal of related reading; benefited from 12-Step groups, Reevaluation Counseling, EFT, and our local Wellness Center and Wild Iris, and made great progress, so I'm rather highly knowledgeable about the field as experienced from the client's perspective.

Seldom have I successfully been a member of any group except for therapy-focused groups. There's a chance my potential membership in this group, the BHAB, will prove a timely opportunity for me to move forward in personal growth through real-world interactions.

And I do want to give back to the world. So much of my life has been receiving--being a client, being on the public dole, being a scholarship student.

RESUME OF PERSON INTERESTED IN SERVICE AS A MEMBER OF THE INYO COUNTY HEALTH AND HUMAN SERVICES BEHAVIORAL HEALTH ADVISORY BOARD



Name: Jane Gillam Telephone: 760 920 8017

Home Address: 861 Chamberlain St Bishop CA 93514

Profession/Occupation: Retired RN / Community Volunteer

Business Name: none

Business Address: none

I am interested in Mental Health/Alcohol and Other Drug Services, and I am a (check one):

- Partner Representative
- Representative of the General Public
- Representative of a Consumer of Behavioral Health Services
- Provider Representative

Brief Description of Lived Experience, Employment, Education, Activities, and Interests:

10+ years experience working as Community Mental Health/Psychiatric RN
lived experience with depression/anxiety diagnosis

The following is a brief statement concerning why I wish to serve on the Advisory board, and why I believe I am qualified:

I would like to use my knowledge and experience of mental health to be of service to ~~the~~ my community.

The Behavioral Health Advisory Board hereby requests that the Inyo County Board of Supervisors to consider the applicant for appointment to service for the term of:

_____ To _____

Signature: _____ Date: _____

Chairperson



County of Inyo



Health & Human Services - Fiscal

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Melissa Best-Baker

SUBJECT: Approve a Blanket Purchase Order to RTZ Associates for the on-line web portal for GetCare program

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$18,120, payable to RTZ Associates of Lafayette, CA for an online web portal for the GetCare program in the Eastern Sierra Area Agency on Aging, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

The California Department of Aging (CDA) requires that program specific data be submitted monthly. In FY 18/19, we transferred all the data from an in-house built system that could not be updated with new reporting requirements to this system. The GetCare system provides an on-line platform for data management that is consistent with CDA requirements. We initially implemented the basic data management platform and this year, we plan to implement the system scanners, which will allow us to capture data in real time, reducing manual input processes and allowing for more accurate and timely report extrapolation.

RTZ Associates Inc. is a vendor that offers GetCare, an online system that is currently used by most Planning Service Areas (PSA) to collect data, generate donation letters and submit data to the State, which also uses the RTZ system. Currently, program staff in both Inyo and Mono County aging programs are collecting data on paper rosters, manually tallying service units, and forwarding the information to our fiscal staff who then input the data into our system. With GetCare, staff will use bar code scanners to track the data and it will be electronically submitted to the system in real time, reducing data errors, eliminating paper storage issues, and reducing data submission failures.

RTZ Associates updates GetCare with state-mandated reporting elements regularly, ensuring minimal data submission errors. Having real time data will also help ensure accuracy of utilization data, which is used as one data element when determining the allocation of dollars across Inyo and Mono counties. We are requesting authorization for a blanket purchase order for RTZ Associates to continue access to the data system.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could choose not to approve this agreement and we will be out of compliance with the State.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, Mono County

FINANCING:

State and Federal funds. This expense will be budgeted in ESAAA (683000) and ICGOLD (056100) in the Professional Services object code (5265). No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker

Darcy Ellis

Marilyn Mann

Amy Shepherd

Marilyn Mann

Created/Initiated - 8/9/2021

Approved - 8/9/2021

Approved - 8/10/2021

Approved - 8/11/2021

Final Approval - 8/12/2021



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Marilyn Mann

SUBJECT: Approval to Pay CWDA Association Fees

RECOMMENDED ACTION:

Request Board authorize payment of County Welfare Directors Association Annual Fees in the amount of \$21,666, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues for the County's membership in the California Welfare Director's Association (CWDA). CWDA, the association of Social Services Directors (a.k.a. Welfare Directors), is staffed by a very experienced team that works closely with CSAC and RCRC to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State for County-administered Social Services programs and budgets. In Inyo County, those programs include the following Social Services: CalWORKS/TANF eligibility determination, Medi-Cal Administration, CalFresh, Child Welfare Services, Resource Family (Foster Parent) Approval, Child Abuse Prevention, Adult Protective Services, In-Home Supportive Services, Federal IV-E Quality Assurance for Child Welfare & Juvenile Probation) and local administration of Workforce Investment and Opportunity Act, as well as General Assistance and County Medical Services Program.

Most Social Services programs are governed by both federal and state laws, as well as regulations and budget controls, with varying cost sharing ratios and/or matches required. The fiscal and political context for social services is ever-changing and client advocacy and poverty law groups abound both nationally and statewide. CWDA has proved to be a very effective organization, bringing needed resources – especially for small counties – to tracking legislation and litigation as they impact local county issues, monitoring cost shifting to counties, coordinating closely with CSAC to ensure alignment of positions on issues, and assisting counties, in general service, around implementation concerns.

Additionally, CWDA also monitors and provides education and advocacy with those issues administered by other HHS divisions such as Behavioral Health and Public Health that interface with Social Services programming. Advocating to ensure that the State adequately funds the various mandates, as well as provides for adequate administrative funding levels.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Inyo County would lose the ability to advocate through the association for small county needs and would lose access to CWDA resources should membership not be renewed.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding is a combination of Federal, State, and Social Services Realignment funds. This expense will be budgeted in Social Services (055800) in General Operating (5311).

ATTACHMENTS:

1. Invoice

APPROVALS:

Marilyn Mann	Created/Initiated - 8/25/2021
Darcy Ellis	Approved - 8/25/2021
Melissa Best-Baker	Approved - 8/26/2021
Amy Shepherd	Approved - 8/26/2021
Marilyn Mann	Final Approval - 8/27/2021

County Welfare Directors Association

925 L Street, Suite #350
Sacramento, CA 95814
www.cwda.org



Invoice

BILL TO
Inyo County Department of Health & Human Services
Ms. Marilyn Mann, Director
163 May Street
Bishop, CA 93514

INVOICE 1169
DATE 05/25/2021

DESCRIPTION	AMOUNT
CWDA Annual County Fee - Fiscal Year 2021 -2022	21,666.00

BALANCE DUE **\$21,666.00**

Mmann



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Michael Errante

SUBJECT: Authorization for the Public Works Director to sign various FAA grants

RECOMMENDED ACTION:

Request Board authorize the Public Works Director to sign the Federal Aviation Administration (FAA) grant funding from the Airport Rescue Grant Program for the Bishop Airport and Lone Pine Airport and the FAA Airport Improvement Program (AIP) grant for the Bishop Airport.

SUMMARY/JUSTIFICATION:

The Airport Rescue Grant Program (ARGP) included \$8 billion in relief for airports, \$100 million of which has been divided between general aviation airports to help with normal operating expenses. Inyo County has applied for two grants through this funding:

- Bishop Airport: \$32,000
- Lone Pine Airport: \$22,000

Additionally, the Bishop Airport has received an entitlement grant for \$175,470 that will reimburse a portion of the terminal project at the Bishop Airport.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize the Public Works Director to sign the grants.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The ARGP grant revenues will be used for existing airport operating expenses and the AIP grant will reimburse a portion of the terminal project expenses, which are paid out of Bishop Airport Terminal Area Improvements budget

(630400), object code 5700 (Construction in Progress).

ATTACHMENTS:

APPROVALS:

Ashley Helms	Created/Initiated - 8/30/2021
Darcy Ellis	Approved - 8/30/2021
Breanne Nelums	Approved - 8/30/2021
Marshall Rudolph	Approved - 8/30/2021
Amy Shepherd	Approved - 8/30/2021
Michael Errante	Final Approval - 8/30/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Sally Faircloth

SUBJECT: Approve blanket purchase order spending authority for Public Works for the 21/22 Fiscal Year payable to Bishop Automotive Center of Bishop, CA.

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$30,000, payable to Bishop Automotive Center of Bishop, CA for the purchase of equipment repair and service items, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

Public Works is a large department operating off of multiple budgets. According to the Inyo County Purchasing and Contracting Policy and Procedure Manual Section II, it states when the same vendor is used repetitively for similar services, the requesting department may be required to initiate a blanket purchase order. Public Works is requesting Board approval of the above blanket purchase order not-to-exceed amount of \$30,000.00, for the purchase of products and services for multiple budgets. This request is necessary for maintenance, service, repair of county vehicles and equipment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On April 6, 2021, your board approved blanket purchase orders and spending authority for multiple vendors. Bishop Automotive Center was not on that list of vendors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve the blanket purchase order. However, this is not recommended as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor Office

FINANCING:

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

ATTACHMENTS:

APPROVALS:

Sally Faircloth	Created/Initiated - 8/17/2021
Darcy Ellis	Approved - 8/17/2021
Sally Faircloth	Approved - 8/18/2021
Breanne Nelums	Approved - 8/18/2021
Marshall Rudolph	Approved - 8/18/2021
Amy Shepherd	Approved - 8/18/2021
Michael Errante	Final Approval - 8/18/2021



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Office of the Sheriff

SUBJECT: Annual maintenance and support with Sun Ridge Systems, Inc.

RECOMMENDED ACTION:

Request Board: A) declare Sun Ridge Systems, Inc. of El Dorado Hills, CA a sole-source provider of support services for the Jail Records Management and Computer Aided Dispatch System; and B) ratify and approve a purchase order and payment to Sun Ridge Systems, Inc. of El Dorado Hills, CA in the amount of \$25,936 for RIMS annual support services, contingent upon Board approval of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

Annually we pay a fee for support services and warranty maintenance.

There is only one known source because:

This is a sole provider of a licensed, copyrighted, or patented good or service.

Sun Ridge Systems, Inc. is a sole source provider of our CAD/RMS/911 reporting system (RIMS).

BACKGROUND/HISTORY OF BOARD ACTIONS:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc.

In 2019-2020, the Sheriff's Office purchased access to the mobile iRims feature. This component allows for personnel in the field to access critical information and also removes the need for deputies to return to an office location to enter an incident and report information.

In November of 2020, your board approved a purchase order to SunRidge for the programing and reporting features needed to meet the NIBRS data reporting. The Sheriff's Office uses Sun Ridge Systems, Inc. CAD/RMS/911 reporting system known as RIMS to report crime data to state and federal agencies. Sun Ridge Systems, Inc is currently working on a RIMS CIBRS/NIBRS reporting module and implementation to meet the required deadline.

The historic Summary Reporting System (SRS) data collection, which collects more limited information than the more robust National Incident-Based Reporting System (NIBRS), will be phased out to make Unified Crime Reporting (UCR) a NIBRS-only data collection.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this purchase and direct us to seek out other RMS/CAD/911 vendors. This is not recommended as SunRidge is an exclusive maintenance and warranty provider for our already existing RMS/CAD/911 system.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is included in the FY 2021-2022 requested Jail CAD RMS budget 022950, expense code 5265; and sufficient funding exists in the AB443 Small and Rural County Law Enforcement account. No County General Funds will be utilized for this purchase.

ATTACHMENTS:

1. SUNRIDGE Support 7-21 to 6-22

APPROVALS:

Riannah Reade	Created/Initiated - 8/10/2021
Darcy Ellis	Approved - 8/10/2021
Riannah Reade	Approved - 8/10/2021
Marshall Rudolph	Approved - 8/11/2021
Amy Shepherd	Approved - 8/11/2021
Marshall Rudolph	Approved - 8/11/2021
Jeffrey Hollowell	Final Approval - 8/12/2021



To: Riannah Reade, Inyo County Sheriff's Office
From: Tamera Melrose
Subject: Quotation for RIMS Annual Support and Update Fees
Date: April 27, 2021

The following is a quotation for RIMS Annual Support and Update fees for the period of July 1, 2021 to June 30, 2022.

Item	Price
RIMS Annual Support and Updates – Computer Aided Dispatch (CAD)	\$5,348.00
RIMS Annual Support and Updates – Records Management System (RMS)	\$4,976.00
RIMS Annual Support and Updates – Mugshot/Digital Imaging	\$996.00
RIMS Annual Support and Updates – E-911	\$996.00
RIMS Annual Support and Updates – InCustody	\$4,976.00
RIMS Annual Support and Updates – In-Station (CAD) Mapping	\$2,544.00
RIMS Annual Support and Updates – Property Room	\$633.00
RIMS Annual Support and Updates – Indentix Link	\$543.00
RIMS Annual Support and Updates – Collaborate	\$904.00
RIMS Annual Support and Updates – State Link (CLETS)	0.00
RIMS Annual Support and Updates – Training Management (TIMS)	\$507.00
RIMS Annual Support and Updates – Citizen RIMS	\$1,168.00
RIMS Annual Support and Updates – Karpel Link	\$159.00
RIMS Annual Support and Updates – iRIMS Law	\$1,421.00
RIMS Annual Support and Updates – RIMS to JMS to ICS Link	\$765.00
TOTAL	\$25,936.00

This quote is only for the listed modules, if additional software or interfaces are added or modified it may impact the support amount being quoted. If you have any further questions, please call me at 1-800-474-2565 x5.



County of Inyo



County Administrator/Public Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Leslie Chapman

SUBJECT: COVID Mandate Variance Request

RECOMMENDED ACTION:

Request Board approval for Health and Human Services to prepare a letter to the California Department of Public Health (CDPH) requesting consideration of its decision to remove critical alternative safety measures from its mandate and consider permitting unvaccinated healthcare workers to continue to undergo regular testing as an accommodation.

SUMMARY/JUSTIFICATION:

In addition to recent state mandates that require medical care workers to be vaccinated, other states that are also desperate for healthcare workers are offering elevated pay rates, causing nurses and doctors to leave California. Consequently, in an effort to support our healthcare facilities in retaining/hiring qualified staff, staff recommends Board approval to submit a letter supporting allowing regular testing in lieu of vaccinations. This is an emerging issue as of the writing of this request. As such, more information, including a sample letter, will be presented during the September 7th Board meeting.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis

Created/Initiated - 9/2/2021

Leslie Chapman

Final Approval - 9/2/2021



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Marilyn Mann

SUBJECT: National Suicide Prevention and Recovery Month Proclamation

RECOMMENDED ACTION:

Request Board approve a proclamation declaring September as National Suicide Prevention and Recovery Month in Inyo County.

SUMMARY/JUSTIFICATION:

Thoughts of suicide can affect anyone at any age. According to the National Alliance on Mental Illness (NAMI), these thoughts are not specific to any gender or background. They are often the result of an untreated medical condition and, if left untreated, can have devastating outcomes. Thoughts of suicide can be frightening for both the person having them and for those who care for them. Suicide, however, is not the answer. There is help, there is hope, and recovery happens.

Today we ask your Board to help us bring awareness to our community and start the conversation about this critical issue. Let's bring our voices to gather to educate about how to recognize and respond when someone is experiencing thought of suicide. These thoughts are a symptom and, like any medical condition, there is treatment and support available. Share the attached fact sheet with others and encourage our neighbors, friends and loved ones to call a friend or crisis line if they are experiencing thoughts of suicide. There is help, there is healing and there is recovery. Today we also ask your Board to declare September as National Suicide Prevention and Recovery Month in Inyo County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no financing associated with this item.

ATTACHMENTS:

1. Suicide Fact Sheet
2. Suicide Prevention Proclamation 2021

APPROVALS:

Marilyn Mann

Darcy Ellis

Stephanie Tanksley

Marilyn Mann

Created/Initiated - 8/24/2021

Approved - 8/25/2021

Approved - 8/25/2021

Final Approval - 8/25/2021

It's Okay to Talk About **SUICIDE**

Thoughts of giving up and suicide can be frightening. Not taking these kinds of thoughts seriously can have devastating outcomes.

Suicide is **NOT** the answer.

2nd Suicide is the 2nd leading cause of death for people ages 10-34



The overall suicide rate has increased 35% since 1999



Suicide is the 10th leading cause of death in the U.S.

46% of people who die by suicide have a diagnosed mental health condition

90% of people who die by suicide have experienced symptoms of a mental health condition

If you start thinking about suicide, seek help. Call or text a crisis line or a trusted friend.



Make an appointment with a health care professional to talk about what you're thinking or how you're feeling.



Suicidal thoughts are a symptom, just like any other — they can be treated, and they can improve over time.



HIGH RISK POPULATIONS


78% of all people who die by suicide are male



4x Lesbian, gay and bisexual youth are four times more likely to attempt suicide than straight youth

Transgender people are 12 times more likely to attempt suicide than the general population

12x

 If you are concerned about suicide and don't know what to do, call the National Suicide Prevention Lifeline at 1-800-273-8255.

Data from CDC, NIMH and other select sources. Find citations for this resource at nami.org/mhstats

NAMI HelpLine
800-950-NAMI (6264)





**PROCLAMATION
OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA DECLARING SEPTEMBER 2021 AS
SUICIDE PREVENTION AND RECOVERY WEEK**



WHEREAS, the week of September 5-11, 2021 is National Suicide Prevention Week, and September 2021 is National Recovery Month, when millions of people around the world join their voices to share a message of hope and healing; and

WHEREAS, these observances are united in raising awareness that prevention is possible; treatment is effective; and people do recover; and

WHEREAS, in these challenging times, messages of hope and healing are more needed than ever; and

WHEREAS, Inyo County residents should be able to access high quality prevention, support, rehabilitation, and treatment services that lead to recovery and a healthy lifestyle; and

WHEREAS, every day in Inyo County people enter treatment into behavioral health services and community supports and begin the road to wellness and recovery; and

WHEREAS, resiliency begins early in life within families, day cares, and schools, and can be strengthened and reinforced throughout the life span; and

WHEREAS, recovery and wellness encompass the whole individual, including mind, body, spirit, and community; and

WHEREAS, Striving for Zero, California's Strategic Plan for Suicide Prevention, urges all Californians to play a role in suicide prevention and promoting health and wellness; and

WHEREAS, the benefits of preventing and overcoming mental health challenges, suicide attempts and loss, and substance abuse are significant and valuable to individuals, families, and our community at large; and

WHEREAS, it is essential that we educate residents about suicide, mental health and substance abuse problems and the ways they affect all people in the community; and

WHEREAS, we must encourage relatives, friends, co-workers, and providers to recognize the signs of a problem, and guide those in need to appropriate services and supports; and

WHEREAS, Suicide Prevention Week and Recovery Month inspire millions of Americans to raise awareness, build resiliency, and find hope.

NOW, THEREFORE, BE IT PROCLAIMED that the month of September 2021 be Suicide Prevention and Recovery Month: "Finding Hope, Building Resiliency, Supporting Recovery," in Inyo County.

APPROVED AND ADOPTED this 7th day of September 2021, by the Inyo County Board of Supervisors.

Jeff Griffiths,
Chairperson, County of Inyo Board of Supervisors

Attest: **LESLIE CHAPMAN**
Acting Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: September 7, 2021

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – September 9, 2021

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for September 9, 2021.

SUMMARY/JUSTIFICATION:

At the next OVGA meeting, staff will provide updates on the Tri-Valley survey and OVGA current finances.

The administrative draft of the Groundwater Sustainability Plan (GSP) was circulated to the OVGA Board and staff in August for comment, and the agenda contains one Item for the OVGA Board to provide direction to staff regarding comments on the administrative draft. A potential Action Item is also included on the agenda for the OVGA to consider releasing a Draft GSP for public comment and schedule the hearing date to adopt the plan.

SGMA requires groundwater sustainability agencies to post a Notice of Intent to Adopt a GSP 90 days in advance. The September meeting is 90 days in advance of its regular December meeting when the OVGA may consider adopting the GSP in advance of submitting the plan before the January 2022 deadline provided in SGMA.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD; Lone Pine Paiute-Shoshone Tribe

FINANCING:

N/A

ATTACHMENTS:

1. OVGA Agenda 09.09.21 DRAFT

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand
Marshall Rudolph
Amy Shepherd
Aaron Steinwand

Created/Initiated - 8/25/2021
Approved - 8/25/2021
Approved - 8/30/2021
Approved - 8/30/2021
Approved - 8/30/2021
Final Approval - 8/31/2021

Owens Valley Groundwater Authority

September 9, 2021
2:00 PM

Board of Directors Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors 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 Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: <https://us02web.zoom.us/j/89188551131?pwd=cjlkVDNsazdEcGlkK0JWMjZ5VGtTZz09>

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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 at the Board's discretion.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the August , 2021 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
 - a. Financial Report
 - b. Tri-Valley survey update
7. Discussion and possible direction to staff regarding the administrative draft Groundwater Sustainability Plan.
8. Action Item: Direct staff to provide notice pursuant to Water Code Section 10728.4 of the OVGA's intent to adopt the proposed Groundwater Sustainability Plan and set the hearing date for the adoption of the

proposed Groundwater Sustainability Plan.

9. Discussion regarding future agenda items.

10. Adjourn.

Join the September 9, 2021 OVGA webinar:

Or One tap mobile:

US: +16699006833, 89188551131 or +13462487799, 89188551131

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 6833
+1 346 248 7799
+1 253 215 8782
+1 312 626 6799
+1 929 205 6099
+1 301 715 8592

Webinar ID: 891 8855 1131

Passcode: 451435

International numbers available: <https://us02web.zoom.us/j/kcxdgn5eRk>



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Lucy Vincent

SUBJECT: Ratification of Mental Health Performance Contract (21-10084) with the State Department of Health Care Services (DHCS) for the period July 1, 2021 through June 30, 2024.

RECOMMENDED ACTION:

Request Board ratify and approve the performance contract between the County of Inyo and the State of California, Department of Health Care Services (DHCS), for the provision of county mental health services for the period of July 1, 2021 through June 30, 2024, and authorize the HHS Director to sign two copies of each of the following: the Performance Contract (Exhibits A, B, D, E), the STD 213 form, and the Contractor Certification Clause CCC 04/2017.

SUMMARY/JUSTIFICATION:

This contract comes before you for ratification as it was received after July 1, 2021, for the fiscal years beginning July 1, 2021 until June 30, 2024. The Standard Performance contract sets forth the conditions that the Counties must meet to receive funds as related to the Mental Health Services Act (MHSA); the Lanterman-Petris-Short (LPS) Act for involuntary services; the Projects for Assistance in Transition from Homelessness (not accessed in Inyo); the Community Mental Health Services Grant (MHSBG); the Crisis Counseling Assistance and Training program (as needed for disaster); and community mental health services provided with realignment funds not related to Medi-Cal services. The contract reflects the mental health programs in the Governor's mental health budget. This is an agreement with DHCS that the County will comply with the statutory regulations and requirements that govern the planning, use, tracking and reporting of the mental health funds. The program specifications related to MHSA are spelled out in detail. There are also general provisions such as maintenance of effort, program principles, reimbursement methods, quality assurance and improvement, performance outcomes, patients' rights, and record keeping, as well as reference to the regulations that govern these areas. The performance contract includes exhibits that address fund provision, information confidentiality and security requirements, including the HIPAA Business Associate's Agreement, and the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration. The Department respectfully requests your Board ratify and approve the contract as recommended.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of the performance contract. This would impact the County's ability to access the various Mental Health funds.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

ATTACHMENTS:

1. Exhibit A - Performance - FY 2021-24 - Inyo - 21-10084
2. Exhibit B - Performance - FY 2021-24 - Inyo - 21-10084
3. Exhibit D - Performance - FY 2021-24 - Inyo - 21-10084
4. Exhibit E - Performance - FY 2021-24 - Inyo - 21-10084
5. STD 213 - Performance - FY 2021-24 - Inyo - 21-10084
6. CCC 042017 - Performance - FY 2021-24 - Inyo - 21-10084

APPROVALS:

Lucy Vincent	Created/Initiated - 8/9/2021
Darcy Ellis	Approved - 8/10/2021
Lucy Vincent	Approved - 8/10/2021
Marilyn Mann	Approved - 8/10/2021
Melissa Best-Baker	Approved - 8/11/2021
Amy Shepherd	Approved - 8/11/2021
Marshall Rudolph	Approved - 8/11/2021
Marilyn Mann	Final Approval - 8/12/2021

Exhibit A
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

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

3. Service Hours

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

Exhibit A
Program Specifications

4. Project Representatives

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

Department of Health Care Service Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: Ivan.Bhardwaj@dhcs.ca.gov	County of Inyo Marilyn Mann, HHS Director Telephone: (760) 873-3305 Fax: (760) 873-6505 Email: mmann@inyocounty.us
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B. Direct all inquiries to:

Department of Health Care Services Behavioral Health – Community Services Division/Federal Grants Section Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	County of Inyo Attention: Stephanie Tanksley 1360 North Main Street, Suite 201 Bishop, CA, 93514 Phone: (760) 872-1319 Fax: (760) 873-3277 Email: stanksley@inyocounty.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

Exhibit A
Program Specifications

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. The Mental Health Services Act Program

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

Exhibit A
Program Specifications

funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

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

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

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

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each

Exhibit A
Program Specifications

month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

Exhibit A
Program Specifications

annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
 - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
 - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the

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Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
 - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
 - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

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including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

- c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
- d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
- e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and

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update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

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- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
- i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
 - ii. Cultural Competence, as defined in section 3200.100;
 - iii. Client Driven, as defined in section 3200.050;
 - iv. Family Driven, as defined in section 3200.120;
 - v. Wellness, Recovery and Resilience focused; and
 - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

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except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

- 8) Department Compliance Investigations:
- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)
- 9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:
- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
 - b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
 - c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

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invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. Bronzan-McCorquodale Act

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

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Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.
(Welf. & Inst. Code, § 5614, subd. (b)(5))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. Lanterman-Petris-Short Act

1) Description

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse

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referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

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

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

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by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

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

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may

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be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

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program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

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

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
 - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
 - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
 - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
 - 3) Make diligent efforts to minimize errors on the CSI error file.
 - 4) Correct all errors on the CSI error file.
 - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

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

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this

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Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

Exhibit A
Program Specifications

Department of Health Care Services
Community Services Division/Federal Grants Section
Attention: Waheeda Sabah
1500 Capitol Avenue, MS 2624
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

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

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

Exhibit A
Program Specifications

A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Community Services Division/Community Support Branch
Policy, Monitoring, & Finance Section
e-mail: MHSA@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

Exhibit A, Attachment I
Request for Waiver

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

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

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

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
 - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

Exhibit B
Funds Provision

1. Budget Contingency Clause

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

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

Exhibit D
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

Exhibit D
Information Confidentiality and Security Requirements

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

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

1) Personnel Controls

- a. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. **Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. **Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

Exhibit D
Information Confidentiality and Security Requirements

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- h. Data Destruction.** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

Exhibit D

Information Confidentiality and Security Requirements

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

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

Exhibit D
Information Confidentiality and Security Requirements

4) Business Continuity / Disaster Recovery Controls

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

5) Paper Document Controls

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

Exhibit D
Information Confidentiality and Security Requirements

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

Discovery and Notification of Breach. Notice to DHCS:

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

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

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

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 Information Confidentiality and Security Requirements

- E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

- 7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- 8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

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

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

EXHIBIT E**PRIVACY AND INFORMATION SECURITY PROVISIONS**

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

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1**HIPAA Business Associate Addendum****1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

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

2. Definitions.

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

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

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

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

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

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

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. Prohibited Uses and Disclosures

- 1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

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

D. **Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
 - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
 - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
 - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

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

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

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

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

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

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

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

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary

(after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

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

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

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

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

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

G. Termination.

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

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

- a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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EXHIBIT E-2

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

1. Recitals.

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
 - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

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

2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

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

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

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

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

- b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security

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

- e. Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are

made. The Department will provide its review and approval expeditiously and without unreasonable delay.

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

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

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

10) Designation of Individual Responsible for Security

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

EXHIBIT E-3**Miscellaneous Terms and Conditions****Applicable to Exhibit E**

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

- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
 - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
 - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

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

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

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

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

- Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.
- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- 1) Upper case letters (A-Z)

- 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)
 - 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via

the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. **Audit Controls**

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

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

5. **Paper Document Controls**

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk

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

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

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Contractor Certification Clause

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

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

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.



County of Inyo



County Administrator - Personnel DEPARTMENTAL - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Leslie Chapman

SUBJECT: Assistant County Administrator Contract

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Sue Dishion for provision of professional services as Assistant County Administrator at a monthly salary of \$12,365, effective September 16, 2021, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

Ms. Dishion has a wealth of experience in county government, and this move will allow the County to move forward with the succession planning previously discussed with your Board. The County will move forward with a search for the Deputy Director of Personnel, while also allowing Ms. Dishion the ability to train and guide the new person.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the contract, however, this is not recommended.

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

Funding for this position is included in the Fiscal Year 2021-2022 Recommended Budget.

ATTACHMENTS:

1. Dishion Contract

APPROVALS:

Darcy Ellis

Created/Initiated - 9/1/2021

Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd

Approved - 9/1/2021
Approved - 9/1/2021
Approved - 9/1/2021
Final Approval - 9/1/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND SUE DISHION
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

INTRODUCTION

WHEREAS, SUE DISHION (hereinafter referred to as "Assistant County Administrator") has been or will be duly appointed as an Assistant County Administrator for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Assistant County Administrator desire to set forth the manner and means by which Assistant County Administrator will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Assistant County Administrator hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant County Administrator shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Assistant County Administrator under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Assistant County Administrator will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract

3. TERM.

The term of this Agreement shall be from September 16, 2021 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant County Administrator 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 Assistant County Administrator.

B. Travel and Per Diem. County shall reimburse Assistant County Administrator for the travel expenses and per diem which Assistant County Administrator incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Assistant County Administrator for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Assistant County Administrator without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant County Administrator 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.

D. Manner of Payment. Assistant County Administrator will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Assistant County Administrator by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Assistant County Administrator's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Assistant County Administrator that the performance of these services and work will require a varied schedule. Assistant County Administrator, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant County Administrator to provide the services and work described in Attachment A must be procured by Assistant County Administrator and be valid at the time Assistant County Administrator enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant County Administrator 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, and professional licenses or certificates. Assistant County Administrator will provide County, at County's request, 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 Assistant County Administrator 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant County Administrator with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant County Administrator to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant County Administrator by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant County Administrator will use reasonable care to protect, safeguard and maintain such items while they are in Assistant County Administrator's possession.

B. Products of Assistant County Administrator'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 or product of, Assistant County Administrator'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, Assistant County Administrator will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant County Administrator for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Assistant County Administrator for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Assistant County Administrator is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Assistant County Administrator harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Assistant County Administrator's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant County Administrator one hundred eighty (180) days written notice of such intent to terminate. Assistant County Administrator may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant County Administrator agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant County Administrator agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant County Administrator only as allowed by law.

15. CONFLICTS.

Assistant County Administrator agrees that Assistant County Administrator 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. Assistant County Administrator agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant County Administrator 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, Assistant County Administrator 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, Assistant County Administrator by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo	
County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Assistant County Administrator		
Sue Dishion	Name	
2966 Indian Creek	Street	
Bishop, CA 93514	City and State	

29. 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 SUE DISHION
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
16th DAY September, 2021.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT COUNTY ADMINISTRATOR

By: Sue Dishion
Print or Type Name

Sue D
Signature

Dated: 9/1/21

**APPROVED AS TO FORM AND
LEGALITY:**

[Signature]
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

[Signature]
County Auditor

**APPROVED AS TO PERSONNEL
REQUIREMENTS:**

[Signature]
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND SUE DISHON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR

TERM:

FROM: September 16, 2021 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant County Administrator shall perform the duties and responsibilities as identified in the job description for Assistant County Administrator incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SUE DISHON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: September 16, 2021 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant County Administrator shall be paid \$12,365 per month, and shall be paid every two weeks on County paydays. Department Head is starting at step D in the salary and will move up the steps on anniversary date.
2. The County Administrator will review Assistant County Administrator's performance annually.
3. Except as otherwise provided in this contract, Assistant County Administrator shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant County Administrator's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. Assistant County Administrator is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND SUE DISHON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATOR**

TERM:

FROM: September 16, 2021 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Assistant County Administrator for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Assistant County Administrator will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS



County of Inyo



County Counsel

TIMED ITEMS - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Grace Chuchla

SUBJECT: Adoption of Updated Title 22 Ordinance

RECOMMENDED ACTION:

11 A.M. - County Counsel - Request Board approve Ordinance 1270, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing and Replacing Certain Sections of Title 22 of the Inyo County Code Related to Code Enforcement."

SUMMARY/JUSTIFICATION:

On August 17, your Board considered and waived reading of the attached ordinance to update Title 22 of the Inyo County Code. Your Board also scheduled enactment of the ordinance for 11 a.m. on September 7, 2021 in the Board of Supervisors Chambers, County Administrative Center, Independence. This ordinance is therefore coming to you for a vote to enact it.

During the August 17 meeting, your Board edited the ordinance to modify the administrative penalty schedule for residential violations found in section 22.12.040(c)(1)(i) of the proposed ordinance. The version that comes to you for enactment today includes this modification.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Title 22 Update Ordinance

APPROVALS:

Grace Chuchla

Created/Initiated - 8/30/2021

Darcy Ellis
Marshall Rudolph
Leslie Chapman

Approved - 8/31/2021
Approved - 8/31/2021
Final Approval - 9/2/2021

ORDINANCE NO. 21-_____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, REPEALING AND REPLACING CERTAIN SECTIONS OF
TITLE 22 OF THE INYO COUNTY CODE RELATED TO CODE ENFORCEMENT**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update Title 22 of the Inyo County Code.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Government Code section 25845, which authorizes the Board of Supervisors to create a procedure for the abatement of public and private nuisances.

SECTION THREE. REPEAL AND REPLACEMENT OF TITLE 22.

The current version of Title 22 of the Inyo County Code is hereby repealed in its entirety and replaced with the new version of Title 22, attached hereto as Exhibit A.

SECTION FOUR. 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 FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

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 7th day of September, 2021, by the following vote:

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

JEFF GRIFFITHS, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

Exhibit A

Chapter 22.04 Purpose and Administration

Section 22.04.010 Short Title

This title shall be known as the Inyo County Code Enforcement Ordinance.

Section 22.04.020 Application

This title applies generally to all real and personal property within Inyo County (“the County”) and to all Inyo County Code provisions regulating the use thereof.

- A. This title is established pursuant to Government Code section 25845 to abate nuisances within the county, as well as other violations of the Inyo County Code delineated herein.
- B. It is the intent of the board of supervisors to delegate to the County Administrator the powers and duties it has under Government Code section 25845, as allowed by section 25845(h) and (i) for the abatement of nuisances.
- C. This title supplements other enforcement provisions of this Code whether delineated specifically or not, but this title does not limit any Code provision empowering a department head charged with enforcing this Code to use in his or her discretion any relevant provision identified in the Code which favors more stringent measures of enforcement including, without limitation, procedures allowing for summary abatement, imposition and level of penalties, and otherwise.
- D. Every owner or occupant of real and personal property within the County is required to maintain such property in accordance with the provisions of the Code and any applicable state or federal laws or regulations, and such owner shall be liable for violations of the code regardless of any contract or agreement that the owner might have with a third party regarding the property.

Section 22.04.030 Reference

Whenever reference is made to any portion of this title, the reference applies to this title as adopted and any subsequent amendments or additions.

Section 22.04.040 Nonexclusive Remedies

The remedies provided in this title are cumulative, and shall be in addition to any other remedies provided by law. Nothing in this title shall be deemed to prevent the County from commencing any other available civil or criminal proceeding to abate a nuisance under applicable provisions of state or other law.

Section 22.04.050 Declaration of Purpose

The board finds that the enforcement of the Code and applicable state codes within the County is an important public service, critical to the protection of the public health, the improvement of the quality of life in the community, enhancement of public safety and the general welfare of the

citizens. The board further finds that a comprehensive code enforcement system that uses a combination of administrative and judicial remedies will substantially facilitate compliance with the Code. Thus, the board adopts this title to:

- A. Provide a comprehensive method for the identification and abatement of certain nuisances within the County as delineated in the Inyo County Code, and state statutes and regulations and to impose any costs of abatement against the owners of the offending properties as a personal obligation and/or as a lien against real property.
- B. Provide for the protection and the general welfare of the general public and of residents within the vicinity of properties or conditions constituting public nuisances of a continuing nature or with enduring or long-lasting effects to the public health, public safety, public peace, public comfort or public convenience, or property within the community whether proscribed by statute, ordinance or not.
- C. Provide the citizens of the County with attractive communities consistent with the residents' values and, thereby, protect property values.
- D. Allow the citizens of the County to actively participate in the community enhancement process.

Chapter 22.08 Definitions and Prohibitions

Section 22.08.010 Nuisance Defined

A nuisance shall mean any of the following:

- A. Any violation of any provision of the Inyo County Code, the Inyo County General Plan, any county area or specific plan, airport land use plan, any variation or subpart of the foregoing, or any other land-use planning document duly approved by the board of supervisors or the planning commission;
- B. Any violation of a term or condition of any license or permit duly issued by the county, including but not limited to any building or grading permit, conditional use permit, or any form of land-use approval governing real property in the county;
- C. Any violation of any ordinance or resolution of the board of supervisors, whether or not codified;
- D. Any violation of state law, including but not limited to the State Housing Law (commencing with Section 17910 of the California Health and Safety Code) or California Civil Code Section 3479;
- E. Any violation of the State Building Standards Code, codified in Title 24 of the California Code of Regulations, as the same may be amended from time to time by the State Building Standards Commission, and subject to any local variances duly adopted by the county;
- F. Any condition in the County that is declared or determined by a court of competent jurisdiction to constitute a nuisance;

G. Any condition in the County that is declared or determined by resolution, ordinance or other formal action of the board of supervisors to constitute a nuisance.

Section 22.08.020 Public Nuisance Defined

A public nuisance shall mean any nuisance that affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; or any public nuisance as defined by state law or the Inyo County Code.

Section 22.08.030 Prohibition

No person shall commit, create or contribute to the creation of a nuisance or a public nuisance in the county, nor shall anyone allow a condition constituting a nuisance or a public nuisance to exist on property in the county that is within their ownership or control. Whenever there is cause to believe that a nuisance or a public nuisance exists within the unincorporated area of the county, the County Counsel, the County Administrator, the District Attorney, and their designees are empowered to the fullest extent permitted by law to initiate and pursue administrative and judicial enforcement actions to determine and abate the public nuisance and/or to punish any person responsible for creating or maintaining the nuisance.

Chapter 22.12 Administration and Enforcement

Section 22.12.010 Complaint Process

All complaints regarding nuisances or public nuisances made to any County department shall be made in writing on a form provided by the Code Enforcement Department, provided however that elected officials or employees of any government agency may make oral complaints. All complaints shall include the name of the complaining party.

Section 22.12.020 Adoption of Code Enforcement Regulations

In addition to the provisions of this code, each department director may abide by such provisions of the Code defining his or her enforcement obligations that supplement the department director's authority. Each department director is authorized to adopt and enforce reasonable regulations consistent with the purposes, intent, and express terms of this enforcement code as he or she deems necessary to implement the purposes, intent, and express terms of the Code.

Section 22.12.030 Authority to Enter and Inspect

A. To the extent allowed by law, the department director or designee, including, but not limited to, the code enforcement officer, may enter and inspect any property regarding a violation of the provisions of the Code. The department director or designee, including, but not limited to, the Code Enforcement Officer, may make any examinations and surveys as necessary in performing these inspections as permitted by law and consistent

with legally recognized privacy rights. These duties may also include the taking of photographs, samples or other physical evidence. All inspections, entries, examinations and surveys shall be conducted in a reasonable manner.

- B. If a property is unoccupied, the department director or designee, including, but not limited to, the Code Enforcement Officer shall make a reasonable effort to locate the owner or other persons having charge or control of the property and request entry.
- C. If an owner, lawful occupant, or the respective agent, employee, or representative therefor refuses permission to enter a dwelling and/or inspect its interior, the County acting by and through such persons authorized to enforce this Code may seek an administrative inspection warrant pursuant to the procedures provided by California Code of Civil Procedure Sections 1822.50 through 1822.59, as amended from time to time and such other provisions of law as authorize entry. See Chapter 1.08.
- D. No person authorized to enter buildings shall enter any dwelling between the hours of six p.m. of any day and eight a.m. of the succeeding day, without the consent of the owner or occupants of the dwelling, nor enter any dwelling for which the occupants have refused entry without a proper written order executed and issued by a court of competent jurisdiction.

Section 22.12.040 Process Following Determination of Violation

- A. **Opportunity to Correct.** If a violation of any local ordinance or provision of the Inyo County Code is determined to exist, an Inyo County Code Enforcement Officer, or his or her deputy or designee (collectively referred to herein as “the Code Enforcement Officer”), may notify the involved property owner or legal occupant (collectively referred to herein as “Property Owner”) and may issue and serve a verbal or written First Notice of Violation (“First Notice”) on the property owner enumerating the violations and requiring correction of the violation within fourteen (14) days.
- B. **Final Notice of Violation.** If the violation is continuing fourteen (14) days after the First Notice was served, the Code Enforcement Officer may issue and serve a Final Notice of Violation (“Final Notice”) on the Property Owner requiring correction of the violation within fourteen (14) days.
- C. **Order of Abatement and Imposition of Administrative Penalties.** If the violation continues fourteen (14) days after the Final Notice was served, the Code Enforcement Officer may issue and serve an Order of Abatement and Imposition of Administrative Penalties (“Order of Abatement and Penalties”). The Order of Abatement and Penalties is deemed final, if not appealed pursuant to the procedures and timeline set forth in subsection (E).
 - 1. Penalties assessed via the Order of Abatement and Penalties shall be calculated as follows:

- i. For non-commercial activities, land uses, or properties
 1. \$10.00 per day for the first 30 days
 2. \$25.00 per day for the next 30 days
 3. \$75.00 per day for any subsequent days
- ii. For commercial activities, land uses, or properties
 1. \$100.00 per day for the first 30 days
 2. \$250.00 per day for the next 30 days
 3. \$500.00 per day for any subsequent days
- iii. For both non-commercial and commercial, penalties shall begin to accrue fourteen (14) days after service of the Order of Abatement. Each and every day during which a property owner continues to maintain a violation at his or her property constitutes a separate and distinct offense, each of which may be subject to a separate penalty.
- iv. In no event shall the total penalties imposed exceed \$10,000 for a non-commercial activity, land use, or property or \$50,000 for a commercial activity, land use, or property, regardless of the number of days that the violation(s) is/are maintained.

D. Notice of Completion. The property owner shall be responsible for notifying the Code Enforcement Officer when the violation(s) identified in the Order of Abatement and Penalties have been fully abated. The Code Enforcement Officer may then schedule an inspection of the property. If the inspection reveals that the violations have been fully abated to the satisfaction of the Code Enforcement Officer, the Code Enforcement Officer may issue the property owner a Notice of Completion and Total Owed (“Notice of Completion”), which states the full amount of administrative penalties and any other costs of abatement due to the County. Any amount stated in the Notice of Completion shall be paid within thirty (30) days of the date of service, in the absence of a timely submitted request for an appeal pursuant to subsection (E).

E. Appeal Procedures.

1. Within fourteen (14) days following service of the Order of Abatement and Penalties, the Property Owner may file a written appeal with the Code Enforcement Officer setting forth all reasons why the Order of Abatement and Penalties should be modified or reversed.
 - i. The issues to be decided during this appeal shall be limited to whether the violation(s) identified in the Order of Abatement and Penalties constitute a nuisance and/or violation of state, federal, or local ordinances or laws.
 - ii. This appeal shall not consider any issues enumerated in subsection (E)(2).
2. Within fourteen (14) days following service of the Notice of Completion, the Property Owner may file a written appeal with the Code Enforcement Officer

setting forth all reasons why the administrative penalties, costs, and/or fees stated in the Notice of Completion are excessive or erroneous.

- i. The issues to be decided during this appeal shall be limited to challenging the amount of administrative penalties, costs, and/or fees imposed on the property owner.
 - ii. This appeal shall not consider any issues enumerated in subsection (E)(1).
3. Procedures applicable to all appeals
- i. The request for an appeal must include the following information:
 1. The name, address and phone number of the appellant;
 2. Sufficient information to identify the Order of Abatement and Penalties or Notice of Completion that is being contested; and
 3. The grounds on which the Order of Abatement and Penalties or Notice of Completion is being contested.
 - ii. The Code Enforcement Officer shall forward the appeal to the Planning Director, who shall schedule the appeal to be heard by the Inyo County Planning Commission at the next available Planning Commission meeting.
 - iii. The Code Enforcement Officer has the burden of proving that a nuisance/code violation existed when the Order of Abatement and Penalties was served or that the amount of administrative penalties, fees, and/or costs charged in the Notice of Completion are proper and reasonable.
 - iv. The cited property owner may present written and oral evidence to show there was no violation at the time the Order of Abatement and Penalties issued or that the administrative penalties, fees, and/or costs charged in the Notice of Completion are incorrect, improper, excessive, or unreasonable.
 - v. The rules of evidence shall not apply to the hearing.
 - vi. All parties to the appeal may be represented by an attorney.
 - vii. The Planning Commission shall issue a written decision. The Planning Commission shall have the power to uphold or vacate the imposition of the Order of Abatement and Penalties; to modify the amount of administrative penalties, fees, and/or costs charged in the Notice of Completion; and to fashion any other relief as the Planning Commission deems to be just and proper.
 - viii. Enforcement of an Order of Abatement and Penalties or Notice of Completion is stayed pending the issuance of the Planning Commission's ruling, which shall issue within thirty (30) days of the close of the hearing.
 - ix. The Planning Commission's ruling shall be served on the cited property owner by the Code Enforcement Officer within ten days of issuance.
 - x. The Planning Commission's ruling shall be a final and binding decision with no right of further appeal

- F. All costs including, without limitation, reasonable administrative and attorney fees associated with an abatement proceeding, shall be charged to the cited property owner.
- G. The Code Enforcement Officer may choose to lengthen the 14-day period stated in subsection (C)(1)(iii) if the Code Enforcement Officer determines that the Property Owner is making a good-faith effort to remedy the violation(s). The Code Enforcement Officer may choose to shorten any notice period stated in this section if the Code Enforcement Officer determines that shortened notice periods are necessary to protect public health or mitigate an emergent situation. If the Code Enforcement Officer chooses to shorten or lengthen any such periods, the Code Enforcement Officer shall provide the Property Owner with the new deadlines in writing and shall state in writing the facts and circumstances that justify the modifications of the timelines stated in this section.

Section 22.12.040 Enforcement of Order of Abatement

- A. If the violation continues fourteen (14) days after the finalization of the Order of Abatement and Penalties, the Code Enforcement Officer shall submit the Order of Abatement and Penalties to County Counsel to pursue and any all legal options to forcibly abate the violation, including but not limited to:
 - a. A request to the Superior Court to issue an abatement warrant pursuant to Civ. Code section 1822.50, *et seq.*;
 - b. The appointment of a receiver;
 - c. A request to the district attorney to prosecute the violation to the extent allowed by law in the district attorney's discretion.
- B. Should the County conduct abatement work on a property due to the Property Owner's failure to conduct abatement work mandated by an Order of Abatement and Penalties, the Code Enforcement Officer shall present an itemized Demand for Payment ("Demand") to the Property Owner. The Demand shall include:
 - 1. A description of the work done;
 - 2. An itemized account of the costs and receipts of performing the work, including both the costs of physically abating the nuisance and the county's administrative costs and attorneys' fees related to enforcement of this section;
 - 3. A description of any administrative penalties assessed against the property pursuant to section 22.12.040(C).
 - 4. A street address, assessor's parcel number, legal description, or other description sufficient to identify the premises;
 - 5. A demand for payment of all abatement costs and administrative penalties within thirty (30) days after service of the Demand.

- C. If the Code Enforcement Officer determines that the costs of abatement and other circumstances surrounding the property are sufficient to necessitate a special assessment, the Demand shall include the following additional information:
1. A statement that failure to pay all abatement costs within 30 days after service of the Demand may result in the levy of a special assessment in that amount against the property;
 2. The date, time, and place where the Code Enforcement Officer will request that the board of supervisors conduct a noticed public hearing to order the special assessment. The time and place specified for the hearing shall be no sooner than thirty (30) days after service of the Demand;
 3. A statement that the board of supervisors will hear and consider objections and protests to the proposed special assessment at the public hearing.
 4. A statement that the Code Enforcement Officer will not pursue the request for a special assessment if all abatement costs are paid in full within 30 days of service of the Demand.
- D. Any administrative penalties or costs of abatement that are not specially assessed against a property may be recorded as a lien against the property.

Section 2.12.050 Special Assessment Procedure

If so ordered by the board of supervisors following the public hearing described in section 2.12.040(C), upon the recordation of the board of supervisors order imposing the special assessment, the amount stated in the order shall constitute a special assessment upon the described property, pursuant to section 25845(d) of the Government Code. The enforcement officer shall deliver the notice of lien to the Auditor who shall enter the amount of the lien on the assessment roll as a special assessment. Thereafter, the amount set forth shall be collected at the same time and in the same manner as ordinary county taxes, and shall be subject to the same penalties and same procedures for foreclosure and sale in case of delinquency as provided for ordinary county taxes. Such lien shall be at parity with the liens of state and county taxes.

Section 22.12.060 Method of Service

Documents issued pursuant to Title 22 may be served on the property owner via any of the following methods:

- A. Personal service: personal service may be accomplished by personally delivering the documents to the address of the intended recipient between the hours of 9 am and 5 pm (for business addresses) or 8 am and 8 pm (for residential addresses). The documents must be placed in a clearly labeled envelope and left with an individual over the age of 18 or placed in a conspicuous location if no individual is available to receive them.
- B. Posting and Mailing: posting and mailing requires both of the following:

1. Posting the document(s) on any real property within the County in which the County has knowledge that the property owner has a legal interest, or at the location at which the violation occurred. Posting shall be placed in a position that is likely to catch the attention of a person entering the property, including but not limited to a front door, gate, or near a mailbox; and
 2. Mailing the document(s) by first class mail, postage prepaid, to any mailing address of the property owner.
- C. By Mail: service by mail may be accomplished by sending the document(s) by first class mail, postage prepaid, to the location that the violation occurred, or to any other mailing address of the property owner.
- D. Electronic Service: Per written agreement of the property owner and the County, the parties may agree to exchange documents via email on such terms as agreed by the parties.

Service shall be complete at the time of personal or electronic service, or one (1) day after posting and mailing, or five (5) days after service by mail. As used in this subsection, “days” shall mean calendar days.

Section 22.12.070 Authority to Issue Criminal Citations and Make Arrests

Pursuant to California Penal Code section 836.5(d), the Board hereby finds that any Inyo County Code Enforcement Officer, the Inyo County Administrative Officer, and any designees of the aforementioned officers have a duty to enforce the provisions of Title 22 of the Inyo County Code. The Board does hereby authorize them to arrest persons violating any provision of Title 22 of the Inyo County Code or issue a written notice to appear pursuant to and in accordance with California Penal Code section 836.5.

Section 22.12.080 Disclaimer of Liability

Nothing in this title shall be construed as requiring the county to enforce its prohibitions against all properties that may violate such prohibitions. The county envisions that this title will be enforced, in the county’s prosecutorial discretion, as resources permit. This title is not intended to and shall not be construed or given effect in a manner that imposes upon the county or any officer or employee thereof a mandatory duty of care towards persons and property within or without the county so as to provide a basis of civil liability for damages, except as otherwise imposed by law.



County of Inyo



County Administrator - Budget TIMED ITEMS - ACTION REQUIRED

MEETING: September 7, 2021

FROM: Leslie Chapman

SUBJECT: Fiscal Year 2021-2022 Recommended CAO Budget Hearings

RECOMMENDED ACTION:

11 A.M. - Budget Hearings - Request Board: A) collect public comment; and B) review and adopt the Fiscal Year 2021-2022 County Budget according to the schedule provided (see attached).

(If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to September 21, 2021, the 14-day deadline to complete the Budget Hearings.)

SUMMARY/JUSTIFICATION:

The CAO Recommended Budget can be viewed online at www.inyocounty.us and hard copies are available for public review in the Clerk of the Board of Supervisors' office, 224 N. Edwards St., Independence.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

All County departments

FINANCING:

See CAO Recommended Budget.

ATTACHMENTS:

1. Budget Index FY 2021-2022

APPROVALS:

Darcy Ellis

Created/Initiated - 9/2/2021

Denelle Carrington
Leslie Chapman

Approved - 9/2/2021
Final Approval - 9/2/2021

INYO COUNTY FISCAL YEAR 2021-2022 BUDGET HEARINGS SCHEDULE
Administrative Center, Independence
September 7, 2021 – beginning at 11:00 a.m. & continuing as necessary

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"A Professional Service Agency"

Memorandum

To: Darcy, Assistant Clerk of the Board of Supervisors/Board of Equalization
Assistant to the County Administrator

From: Riannah, Administrative Assistant to the Sheriff

CC: File, Auditor

Date: 7/20/2021

Re: Annual Sheriff's Special Appropriation Report

Attached please find the signed Sheriff's Special appropriation report for the period of 7/1/2020 to 6/30/2021.

Please provide the report to the Board as informational.

Thank you.

SHERIFF'S SPECIAL APPROPRIATION

AS OF JUNE 30, 2021

The following represents deposits and expenditures made by me or under my direction and control under the authority granted by Sections 29435 through 29439 of the California Government Code.

Cash on Hand and/or deposit as of	6/30/2020	\$	12,970.22
Deposits: County General Fund: Date:		\$	5,000.00
Asset Seizure Trust: date		\$	
Other: Date:		\$	17,970.22

Disbursements from 07/01/2020 To 06/30/2021

1. Criminal Investigations, pending and under investigation

2. Narcotics Enforcement:

 Informants

 "Buys"

 Equipment \$

 Undercover Costs \$

 Other Costs

TOTAL

3. Criminal intelligence program Enforcement Fees, Undercover not included above

4. Expenses incurred in the suppression of Vice and other crimes \$ 508.74

5. Expenses necessarily incurred in the Preservation of the Peace 975.04

Total expenditure items 1-5 \$ 1,483.78

Bank Service Charges \$ -

TOTAL cash on hand/in the bank as of 06/30/2021 \$ 16,486.44

I hereby declare under penalty of perjury that the foregoing is true and correct and that I found it necessary to expend the funds listed in the manner stated. I further declare that all expenditures were made in accordance with Section 29435 of the California Government Code.

Date: 07/20/21

Signed: [Signature] Inyo County Sheriff