

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.

October 26, 2021 - 10:00 A.M.

1. **PLEDGE OF ALLEGIANCE** (Join the meeting via [Zoom](#))
2. **PUBLIC COMMENT** (Comments may be time-limited)
3. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Carolyn Jarvis, Lab Technician, Environmental Health; Shawn Lum, Museum Administrator, County Administrator's Office; Jason Schuler, Building Maintenance Worker, Public Works; Tehauna Tiffany, Gate Attendant, Recycling & Waste Management; and Shelby Lauer, Shelter Attendant, Sheriff's Office.
4. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
5. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

6. **County Administrator - Personnel** - Request Board: A) approve contract between the County of Inyo and John-Carl Vallejo for provision of professional services as County Counsel at a monthly salary of \$14,066, effective October 28, 2021, and

authorize the Chairperson to sign; and B) approve Resolution 2021-52, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2021-33, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

7. **Child Support Services** - Request Board:
- A) Change the authorized strength in the Child Support Department to correct a clerical item as follows:
 - 1. Increase the authorized strength within the Child Support Department by adding one (1) Child Support Officer I-III position, Range 57-64 (\$3,639 - \$5,211);
 - B) Find that, consistent with the adopted Authorized Position Review Policy:
 - 1. The availability of funding for the positions exists in (the General Fund OR one or more non-General Fund budgets OR a combination of the two), as certified by the Child Support Services Director and concurred with by the County Administrator and Auditor-Controller;
 - 2. Where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through internal recruitment, but an open recruitment is more appropriate to ensure qualified applications apply; and
 - C) Approve the hiring of one (1) Child Support Officer I-III position, Range 57-64 (\$3,639 - \$5,211) up to an E Step, depending on the qualifications.

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

8. **County Administrator - Risk Management** - Request Board acknowledge and approve the employee safety programs "Bloodborne Pathogens Exposure Control Plan" and "Aerosol Transmissible Disease Exposure Control Plan."
9. **District Attorney** - Request Board: A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 21 30 0140) Grant from the Governor's Office of Emergency Services for Fiscal Year 2021-2022; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County.
10. **Environmental Health** - Request Board approve Amendment No. 2 to the contract between the County of Inyo and the California Association of Environmental Health Administrators (CAEHA), extending the contract end date to June 30, 2022, and changing the language to include flexible staffing approved by the Environmental Health Director, and authorize the Chairperson to sign.
11. **Health & Human Services - First 5** - Request Board approve purchases during Fiscal Year 2021-2022 from Triple P America in the amount of \$23,000, including a blanket purchase order in the amount of \$14,373 for the remainder of the fiscal year.
12. **Public Works** - Request Board authorize payment to Eastern Sierra Engineering of Reno, NV for Fiscal Year 2020-2021 invoice in the amount of \$1,531.00 for material testing services.
13. **Public Works - Recycling & Waste Management** - Request Board approve the contract between the County of Inyo and Shred Pro Inc. of Mammoth Lakes, CA for the provision of document shredding in an amount not to exceed \$116,952 for the period of January 1, 2022 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

14. **County Counsel** - Request Board: A) approve entry into a Joint Representation and Cooperation Agreement with Mono, Placer, and Nevada counties, the Town of Mammoth Lakes, and the Town of Truckee to enhance Inyo County's efforts to improve the customer service and service quality standards of voice over internet protocol and broadband services, and authorize the Chairperson to sign; and B) authorize the County Administrator to enter into a related legal representation agreement with Best Best & Krieger and to execute the accompanying Conflict Waiver.
15. **County Administrator** - Request Board: A) identify projects for the Great Basin Unified Air Pollution Control District Clean Air Projects Program (CAPP) II funds; and B) authorize the County Administrative Office to sign the CAPP II Block Grant Guideline form so that funds may be released to Inyo County in the amount of \$820,063.
16. **County Administrator - Library** - Request Board: A) accept funding from the California State Library in the amount of \$173,685 for the purchase of a mobile library; B) declare Farber Specialty Vehicles the successful bidder for one (1) 2021 Mercedes Sprinter van customized for a mobile library; and C) authorize the purchase of the van in an amount not to exceed \$169,858.02.
17. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the agreement between the County of Inyo and SmithWaters Group of Sacramento, CA for the provision of Mental Health Patients' Rights Advocacy in an amount not to exceed \$16,200 for the period of October 1, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Health & Human Services - Social Services** - Request Board ratify and approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575.00 for the period of November 1, 2021 through June 30, 2022, and authorize the Chairperson to sign.
19. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the Memorandum of Understanding between the County of Inyo and the Center for Reflective Communities of Los Angeles, CA for the provision Reflective Parenting Training in an amount not to exceed \$20,000 for the period of October 1, 2021 through June 30, 2022 and authorize the HHS Director to sign.
20. **Public Works** - Request Board ratify and approve Staffing Vendor Agreement between Sierra Employment Services, Inc. (SES) of Mammoth Lakes, CA and Inyo County for the provision of temporary employment services to the Inyo County Public Works Department for the period of October 1, 2021 through June 30, 2026.
21. **County Administrator - Information Services** - Request Board: A) declare Info-Tech Research Group, Inc., of Las Vegas, NV a sole-source provider of Information Technology Improvement Services; B) ratify and approve the contract between the County of Inyo and Info-Tech Research Group, Inc., of Las Vegas, NV for the provision of continuing Information Technology Improvement Services in an amount not to exceed \$28,524 (\$14,262 annually) for the period of October 1, 2021 through September 30, 2023 contingent upon the Board's approval of future budgets; and C)

authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

22. **11:30 A.M. - CAPITAL ASSET LEASING CORPORATION** - The Board will recess and reconvene as the Capital Asset Leasing Corporation (separate agenda).

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

23. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



County Administrator - Personnel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Sue Dishion

SUBJECT: Personnel Services Contract

RECOMMENDED ACTION:

Request Board: A) approve contract between the County of Inyo and John-Carl Vallejo for provision of professional services as County Counsel at a monthly salary of \$14,066, effective October 28, 2021, and authorize the Chairperson to sign; and B) approve Resolution 2021-52, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2021-33, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

At the conclusion of interviews and negotiations, your Board directed Staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 208, which outlines all the terms and conditions of employment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel
Personnel

FINANCING:

Funding for this position is included in the Fiscal Year 2021-2022 County Counsel Budget 010700, in the salaries and benefits object codes.

ATTACHMENTS:

1. John Vallejo County Counsel Contract
2. Resolution Amending Salary

APPROVALS:

Denelle Carrington
Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd

Created/Initiated - 10/19/2021
Approved - 10/19/2021
Approved - 10/20/2021
Approved - 10/21/2021
Final Approval - 10/21/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN-CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY COUNSEL**

INTRODUCTION

WHEREAS, John-Carl Vallejo (hereinafter referred to as "Officer") has been selected to serve as County Counsel, upon the resignation of the Current County Counsel; and

WHEREAS, Officer shall herein be duly appointed as County Counsel for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Officer 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 Officer 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. TERM.

The term of this Agreement shall commence on October 28, 2021 and shall remain in effect until October 28, 2025 pursuant to the four year term under California Government Code section 27641. Thereafter, the Agreement shall be automatically renewed unless the County serves County Counsel with a written notice of non-renewal at least ninety (90) days prior to the expiration of the four year term. Upon automatic renewal, the terms and conditions of the renewed agreement shall remain the same as set forth herein.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer 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 Officer 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 Officer without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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. Officer 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 Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer 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. The County will pay the cost of the licenses, certificates, continuing education, professional development, and permits necessary for Officer to practice law in the State of California and before all appropriate federal courts. Officer 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 Officer 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. 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 Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Officer 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 Officer 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.

9. DEFENSE AND INDEMNIFICATION.

In the event the Officer 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 Officer harmless from any and all liability arising from such acts as required by law.

10. TERMINATION AND DISCIPLINE.

This Agreement may be terminated without cause by the County at the expiration of Officer's four (4) year statutory term of office as County Counsel by County giving to Officer written notice of such intent to terminate at least ninety (90) days before the expiration of such term of office. If County does not give such notice at ninety (90) days before expiration of Officer's term of office, Officer will be reappointed for another four (4) year term.

Officer may be removed at any time as provided by Government Code Section 27641. Such removal terminates this Agreement. Upon termination, Officer shall no longer be entitled to any compensation or benefits.

Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to terminate this Agreement with the County. Upon termination, Officer shall no longer be entitled to any compensation or benefits.

11. ASSIGNMENT.

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

12. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

13. CONFIDENTIALITY.

Officer 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 Officer only as allowed by law.

14. CONFLICTS.

Officer agrees that Officer 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. Officer agrees to complete and file appropriate conflict of interest statements.

15. POST AGREEMENT COVENANT.

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

16. 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.

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17. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer 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

Officer

John-Carl Vallejo	Name
P.O. Box 188	Street
Bishop, CA 93515	City and State

18. 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.

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:




County Counsel

APPROVED AS TO ACCOUNTING FORM:



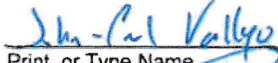
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

OFFICER

By: 

Print or Type Name



Signature

Dated: 10/19/2021

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN-CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY COUNSEL**

TERM:

FROM: October 28, 2021 TO: TERMINATION

SCOPE OF WORK:

The Officer shall furnish to the County, those services and work as required by law, including, but not limited to those duties outlined in Government Code Sections 26250, 26526, 26529, 27646, 26522, 26523, 26254, 27642, 27643, 27646, 27647, Elections Code 9105, 9313, Penal Code section 934, Welfare and Institutions Code sections 318.5, 5000, et seq, County ordinances, rules, regulations, resolutions, policies, County Counsel job description and any other duties as may be assigned by the Board of Supervisors.

Services and work provided by the Officer 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.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN-CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY COUNSEL**

TERM:

FROM: October 28, 2021 TO: TERMINATION

SCHEDULE OF FEES:

1. Compensation and Benefits:

Officer shall be paid \$14,066 per month, for the identified salary range for the County Counsel, and shall be paid every two weeks on County paydays (26 pay periods per year). Officer is starting at step D in the County Counsel salary range and will move up the steps on the anniversary date upon Board approval.

- a. Officer shall receive benefits according to Inyo County Resolution Number 2006-06 or a successor resolution applicable to the County Counsel.

2. Administrative Leave:

In addition to "flexible leave," provided to other Department Heads, Officer shall be entitled to eighty (80) hours of administrative leave per year, to be credited on July 1 of each year. The administrative leave shall not be carried over to the following calendar year and shall have no cash value upon Officer's separation from employment.

3. Retirement and Maintenance of Current Benefits:

Officer shall be entitled to the same retirement, retiree health social security and CalPERS benefits to which other County Department Heads are entitled. Officer must meet the eligibility criterion as required of other County Department Heads in order to qualify for these benefits. Officer shall have the same deductions taken from his pay for these benefits as other County Department Heads.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN-CARL VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY COUNSEL**

TERM:

FROM: October 28, 2021 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Travel and per diem Expenses:

Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status merit system employees. County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid, or which are incurred by the Officer without the proper approval of the County.

2. County Motor Vehicle:

County will provide and maintain a motor vehicle for Officer's use. Such vehicle will be assigned to Officer for his exclusive use as required by his twenty-four hour emergency and professional response requirements within the County. The vehicle may be used for business purposes according to Inyo County policy and may be used to commute between Officer's residence and County offices and may be stored at Officer's residence.

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

RESOLUTION NO. 2021_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2021-33 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7A of Resolution 2021-33 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	July 8, 2021 through October 27 , 2021	October 28, 2021 through October 30, 2021	October 31, 2021 and on
Ag Comm/Weights and Measures	\$13,060	\$13,060	\$13,060
County Administrator	\$16,230	\$16,230	\$16,230
County Counsel (FSTEP)	\$16,701	\$16,701	
County Counsel (DSTEP)		\$14,066	\$14,066
Child Support Director	\$ 9,674	\$ 9,674	\$ 9,674
Environmental Health Director	\$ 9,275	\$ 9,275	\$ 9,275
Water Director	\$11,198	\$11,198	\$11,198
Health and Human Services Director	\$12,365	\$12,365	\$12,365
Planning Director	\$10,225	\$10,225	\$10,225
Chief Probation Officer	\$11,236	\$11,236	\$11,236
Public Works Director	\$12,984	\$12,984	\$12,984

PASSED AND ADOPTED this 26th of October, 2021 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson, Inyo County Board of Supervisors

Attest: Leslie Chapman
Clerk of the Board

BY: _____
Darcy Ellis, Assistant



County of Inyo



Child Support Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Amy Weurdig

SUBJECT: Request change in Authorized Strength for the Eastern Sierra Department of Child Support Services

RECOMMENDED ACTION:

Request Board:

A) Change the authorized strength in the Child Support Department to correct a clerical item as follows:

1. Increase the authorized strength within the Child Support Department by adding one (1) Child Support Officer I-III position, Range 57-64 (\$3,639 - \$5,211);

B) Find that, consistent with the adopted Authorized Position Review Policy:

1. The availability of funding for the positions exists in (the General Fund OR one or more non-General Fund budgets OR a combination of the two), as certified by the Child Support Services Director and concurred with by the County Administrator and Auditor-Controller;

2. Where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through internal recruitment, but an open recruitment is more appropriate to ensure qualified applications apply; and

C) approve the hiring of one (1) Child Support Officer I-III position, Range 57-64 (\$3,639 - \$5,211) up to an E Step, depending on the qualifications.

SUMMARY/JUSTIFICATION:

There was a clerical error on a previous request for a change in authorized strength where a Child Support Officer position was eliminated when a CSO was re-classified. The organization structure of the department is to be (1) Director, (1) Administrative Analyst II, (1) Child Support Supervisor, (1) Office Technician and (2) Child Support Officers.

We have continued to struggle to staff the Mono County office and until our staff have been replaced, this will be impacted. The reclassification will provide a supervisor who will help in training new Child Support Officers over the next year to bring our departmental knowledge up to meet the needs of the community faster than having this position play a dual role as both Child Support Officer and trainer. The longer the incumbent is managing an 800+ caseload the harder it will be to train staff in agency practices, policies and procedures.

We will continue to fill one (1) open position of Child Support Officer, who will need to be trained as well. The Office Technician I-III position will not begin recruitment until November, as our department will need additional

time to hire and train our new Child Support Officer.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This item was requested by Personnel to address clerical error in previous request to change the authorized strength of the department of Child Support.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to fix the clerical error but this is not recommended.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are sufficient funds within the Child Support Budget (022501) in the salaries and benefits object codes to fund this request.

ATTACHMENTS:

APPROVALS:

Denelle Carrington	Created/Initiated - 10/18/2021
Darcy Ellis	Approved - 10/18/2021
Amy Weurdig	Approved - 10/18/2021
Marshall Rudolph	Approved - 10/18/2021
Amy Shepherd	Approved - 10/18/2021
Sue Dishion	Final Approval - 10/19/2021



County of Inyo



County Administrator - Risk Management

CONSENT - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Aaron Holmberg

SUBJECT: Updates to Safety Plans

RECOMMENDED ACTION:

Request Board acknowledge and approve the employee safety programs "Bloodborne Pathogens Exposure Control Plan" and "Aerosol Transmissible Disease Exposure Control Plan."

SUMMARY/JUSTIFICATION:

As part of our efforts at continuous improvement in employee safety, we have updated the Bloodborne Pathogens Exposure Control Plan (BBP ECP) and the Aerosol Transmissible Disease Exposure Control Plan (ATD ECP). HHS Clinicians and the County Health and Safety Committee have reviewed these plans. They do not represent any significant changes or costs to operations. They make more clear how supervisors and employees can protect themselves from injury related to disease and contaminants in the air and in blood. The plans explain which job classifications have such exposures. The plans fully comply with the latest Cal/OSHA regulations on these topics.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Employee safety is very important in Inyo County, and the Board has consistently been very supportive of improvements to employee safety. The overall safety program, as guided by the Inyo County Injury and Illness Prevention Plan (inyocounty.us/IIPP) requires periodic review of related safety plans. Bloodborne Pathogens (Title 8, California Code of Regulation section 5193) and Aerosol Transmissible Disease (Title 8, California Code of Regulation section 5199) apply to employees working in specific environments, as detailed in the plan documents. This Board item seeks approval in part to spread awareness of the revised plans and of the county's continued commitment to employee safety.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to modify or deny approval of these safety programs. Changes are not advised as the plans have been rigorously designed and a lot of input. Denial is not advised as these updated plans are required by Title 8 of the California Code of Regulation.

OTHER AGENCY INVOLVEMENT:

HHS Clinicians have meticulously reviewed these plans. The Health and Safety Committee has reviewed them.

FINANCING:

No new cost is associated with either updated safety plan.

ATTACHMENTS:

1. Bloodborne Pathogens Exposure Control Plan
2. Aerosol Transmissible Disease Exposure Control Plan

APPROVALS:

Aaron Holmberg	Created/Initiated - 10/13/2021
Darcy Ellis	Approved - 10/13/2021
Marshall Rudolph	Approved - 10/13/2021
Amy Shepherd	Approved - 10/13/2021
Sue Dishion	Approved - 10/13/2021
Aaron Holmberg	Final Approval - 10/13/2021

**County of Inyo
Bloodborne Pathogen
Exposure Control Plan**

Updated October 2021

In the event of an occupational exposure:

FLUSH, WASH, and REPORT.

See “Three Steps” (Exhibit G)

TABLE OF CONTENTS

I. Purpose 3

II. General Responsibilities 3

III. Responsibilities for Specific Employees 3-4

IV. Plan Availability and Review..... 4

V. Exposure Determination 5

VI. Methods of Compliance 5-8

VII. Cleaning Schedule 8-9

VIII. Hepatitis B Vaccination Program 9

IX. Post-Exposure Evaluation & Follow-up 9-11

X. Recordkeeping..... 12

XI. Labels and Signs 12-13

XII. Information and Training 13

XIII. Exhibits 14-25

 A. Concerns, Recommendations, and Feedback..... 14

 B. Jobs and Tasks with Potential Occupational Exposure 15

 C. Vaccination Declination Form 16

 D. Exposure Incident Reporting and Investigation Form..... 17

 E. Sharps Injury Log..... 18

 F. Post Exposure Prophylaxis 19-24

 G. Three Steps..... 25

I. PURPOSE

The County of Inyo provides a safe and healthful workplace. This Bloodborne Pathogens (BBP) Exposure Control Plan (ECP) documents the tools, training, and procedures provided to protect County employees from occupational exposure to bloodborne pathogens and to help employees respond should an exposure or infection occur. It discusses how we protect employees from health hazards related to occupational exposure to bloodborne pathogens, including Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), and Human Immunodeficiency Virus (HIV). It also explains the appropriate treatment and counseling we provide for employees exposed to bloodborne pathogens. This document fully complies with all relevant regulation, including Title IIX (8), California Code of Regulations, section 5193. For simplicity throughout this document, “BBP” is used to refer to bloodborne pathogens as well as other potentially infectious material (OPIM).

II. GENERAL RESPONSIBILITIES

Both the County (the employer) and its employees play roles in maintaining a safe work environment and minimizing the risk of BBP exposures. These roles can overlap, but the nature of the responsibility can differ. The following general guidelines distinguish the responsibilities.

Employee Responsibilities:

- Complete training/orientation as required
- Follow exposure control plan and universal precautions
- Use safe work practices, obey engineering controls, and use PPE correctly
- Obtain HBV vaccine or sign the declination form
- Report exposure incidents to supervisor and one of the contacts on the title page immediately
- Pursue follow-up care after an exposure
- Practice proper housekeeping
- Report any unsafe conditions to supervisor

Employer Responsibilities:

- Conduct training/orientations as required
- Maintain this document and make it available to employees
- Provide appropriate PPE, safe work practices, and engineering controls
- Provide HBV vaccination and provide declination form
- Follow-up with employee after a potentially infectious incident
- Ensure worksites are maintained in clean and sanitary conditions
- Record and keep records of exposure incidents (sharp injury log)
- Label potentially infectious containers

III. RESPONSIBILITIES FOR SPECIFIC EMPLOYEES

In addition to general employee responsibilities, the Risk Manager, Department Heads, and Designated Employees have additional and specific responsibilities.

- Risk Manager: Risk Manager oversees overall implementation, administration, and review. Risk Manager also serves as County liaison with regulatory officials.
- Department Heads: Each Department Head is responsible for bloodborne pathogen exposure control of employees in their department. Department Heads take the initiative to involve employees on devising ways to increase employee safety.
- Designated Employees: Department Heads of the following departments designate one employee (“Designated Employee”) to be responsible for BBP ECP execution and implementation for their department: Health and Human Services, Public Works, Sheriff/Jail, Probation, Environmental Health, Solid Waste, Parks, and Public Guardian.
A Designated Employee:
 1. Immediately notifies Supervising Nurse, Health Officer, or Risk Manager in the event of an employee blood borne pathogen exposure
 2. Keeps current on exposure controls and required training
 3. Ensures employees get the training and vaccinations required, especially including new employees and employees whose job tasks have changed
 4. Complies with County policy regarding records security and records retention
 5. Oversees and seeks continuous improvements in blood borne pathogen work practice controls
 6. Seeks to eliminate the use of needle devices where safe and effective alternatives are available
 7. Acquires and stocks adequate levels of personal protective equipment.

IV. PLAN AVAILABILITY AND REVIEW

The BBP ECP is available to employees at any time on the Inyo County website <https://www.inyocounty.us/risk/bbpc>. Employees are provided a copy during employee orientation. Employees required to achieve annual BBP training (See Exhibit B - “Jobs and Tasks with Potential Occupational Exposure to BPPs”) are provided a copy during annual training. A copy is also available during normal office hours from the offices of Department Heads, Deputy Directors, Superintendents, and Foremen of the following departments: Health and Human Services, Public Works, Sheriff/Jail, Probation, Environmental Health, Solid Waste, Parks, and Public Guardian. Copies are also available at Sheriff Substations, Tecopa Community Center, Senior Centers, Juvenile Detention Facility, Bishop Sunland Landfill, and Personnel offices.

The Risk Manager reviews and updates this document annually in cooperation with the Safety Committee, the Health Officer, and the Supervising Nurse. The plan may also be reviewed when new or modified tasks and procedures are implemented, when existing filled positions are revised (if the revision may result in new or modified potential exposures), when new functional positions are established that may involve potential exposures, and upon employee request or suggestion. In accordance with the document retention policy, only the current version of the ECP is maintained.

V. EXPOSURE DETERMINATION

“Jobs and Tasks with Potential Occupational Exposure to BPPs” (Exhibit B) provides a list of tasks and job titles with potential occupational exposure to BBPs. Each Designated Employee is responsible for contacting Risk Manager should any revision be recommended. The Risk Manager will research and review with the Safety Committee prior to adoption of any substantial revision.

VI. METHODS OF COMPLIANCE

Minimizing the risk of exposure and infection involves following universal precautions, appropriate engineering controls, safe work practices, personal protective equipment (PPE) requirements, and appropriate disposal and disinfection housekeeping procedures. By rigorously complying with these methods, employees eliminate or minimize their exposures to blood borne pathogens. These five are explained in the following.

Universal Precautions: The County practices and trains employees on universal precautions. All human blood and certain human bodily fluids (collectively known as potentially infectious materials) are treated as if they are known to be infectious for HIV, HCV, HBV, and other BBPs. Typically relevant human bodily fluids include, but are not limited to, vomit, vaginal secretions, semen, and stool. Spit is generally not a BBP unless it is likely to include blood due to recent cuts in the face or mouth. If unsure whether an exposure could be infectious, always assume it to be infectious.

Engineering Controls: Engineering controls help to eliminate or reduce the likelihood of exposure by providing cleaning, maintenance, and other equipment that is designed to prevent contact with potentially infectious materials. Engineering controls made available to at-risk employees include:

- Sharps disposal containers (puncture-resistant, labeled, and leak proof)
- Safer medical devices (such as sharps with engineered sharps injury protections and needleless systems)
- Self-sheathing needles, where possible
- Facilities for hand washing and personal sanitation
- Safer specimen containers (puncture-resistant, labeled, and leak proof)

Each Department Head is responsible for the maintenance and repair of engineering controls and consults with the Risk Manager on access and suitability of engineering controls.

Work Practice Controls: Safe work practices are used to increase the safety or processes. Controls in use depend on the tasks performed. Department Heads are responsible for departmental enforcement of safe work practices. Examples of work practice controls may include:

- Eating, drinking, smoking, applying cosmetics or lip balm and handling contact lenses is prohibited in work areas where there is potential for exposure to bloodborne pathogens

- Food and drink is not kept in refrigerators, freezers, on countertops or in other storage areas where blood or other potentially infectious materials are present
- Mouth pipetting/suctioning of blood or other infectious materials is prohibited
- Wash hands with soap and water after removal of gloves or other PPE
- Wash hands and any other exposed skin with soap and water, and flush exposed mucous membranes with water, after contact with BBP
- Contaminated needles and other contaminated sharps are not bent, recapped or removed unless it can be demonstrated that there is no feasible alternative or the action is required by specific medical procedure. In the two situations above, the recapping or needle removal is accomplished through the use of a medical device or a one-handed technique
- Contaminated reusable sharps are placed in appropriate containers immediately, or as soon as possible, after use
- Specimens of blood or other potentially infectious materials are placed in designated leak-proof containers, appropriately labeled, for handling and storage
- If outside contamination of a primary specimen container occurs, that container is placed within a second leak-proof container, appropriately labeled, for handling and storage
- If a specimen can puncture its primary container, then a secondary container must be puncture-resistant as well
- Equipment which becomes contaminated is examined prior to servicing or shipping and decontaminated as necessary (unless it can be demonstrated that decontamination is not feasible)
- An appropriate biohazard warning label is attached to any contaminated equipment, identifying the contaminated equipment, and identifying the contaminated portions
- Information regarding the remaining contamination is conveyed to all affected employees, the equipment manufacturer and the equipment service representative prior to handling, servicing or shipping.

Personal Protective Equipment (PPE): When used correctly, PPE does not permit blood or other potentially infectious material to pass through. The County provides such equipment and training on its use at no cost to employees. The appropriate type of PPE to use varies with the task and degree of potential exposure, so check with your supervisor on selection, use, and maintenance. PPE may include gloves, gowns, goggles/eye protection, N95 or surgical masks/face shields, mouth guards, resuscitation bags, pocket masks, and other ventilation devices. Hypoallergenic gloves, glove liners and similar alternatives are readily available to employees who are or may be allergic to gloves provided for other users.

Each Department Heads is responsible for ensuring that appropriate personal protective equipment is readily available and properly maintained for tasks and procedures their employees may perform. Training is discussed in a later section.

Required PPE Maintenance Practices are as follows:

- All personal protective equipment is inspected periodically and repaired or replaced as needed to maintain its effectiveness
- Reusable personal protective equipment is cleaned, laundered, and decontaminated as needed
- Single-use personal protective equipment (equipment that cannot be decontaminated) is safely discarded.

Required PPE Use Practices are as follows:

- Any garments penetrated by blood or other infectious materials are removed immediately, or as soon as feasible
- All personal protective equipment is removed prior to leaving a work area
- Gloves are worn whenever employees anticipate hand contact with potentially infectious materials, and when handling or touching contaminated items or surfaces
- Disposable gloves are replaced as soon as practical after contamination or if they are torn, punctured or otherwise lose their ability to function as an "exposure barrier"
- Disposable (single use) gloves shall not be washed or decontaminated for reuse
- Utility gloves are decontaminated for reuse unless they are cracked, peeling, torn or exhibit other signs of deterioration, at which time they are disposed of
- Masks and eye protection (such as goggles, face shields, etc.) are used whenever splashes or spray may generate droplets of infectious materials
- Protective clothing (such as gowns and aprons) shall be worn whenever potential exposure to the body is anticipated.

Housekeeping (Disposal and Disinfection): Maintenance of work areas in clean and sanitary conditions is a critical part in minimizing risk of exposure. HIV may not survive long outside the human body, but HBV can survive for at least seven days on environmental surfaces, and HCV may be able to survive up to four days; therefore, disinfection and disposal are the keys to reducing the risks of BBP exposures. For purposes of BBP exposure controls, basic housekeeping includes:

- Decontaminating work surfaces
- Removing and replacing protective coverings that have become contaminated (plastic wrap, foil, etc.)
- Inspecting and decontaminating containers that may be reused
- Using proper equipment to clean up spills
- Safely disposing of sharps.

To be most effective, surfaces must be cleaned prior to disinfection. Cleaners are products that remove soil, dirt, dust, organic matter, and germs. Cleaners work by washing the surface to lift dirt and germs off surfaces so they can be rinsed away with water. Disinfectants, on the other hands, are chemical products that destroy or inactivate germs and prevent them from growing. Disinfectants have no effect on dirt, soil, or dust. Employees must wear proper gloves and other PPE as specified by Safety Data Sheets (SDS) when using chemicals. (See Inyo County Hazardous Materials Management Plan.)

Janitorial/cleaning staff practices are as follows:

- All equipment and surfaces are cleaned and decontaminated after contact with blood or other potentially infectious materials
- All procedures involving BBP shall be performed in such a manner as to minimize splashing, spraying, spattering, and generation of droplets of these substances
- All equipment and surfaces are cleaned and decontaminated after the completion of medical procedures
- Cleaning and decontamination occur immediately (or as soon as feasible) when surfaces are overtly contaminated and after any spill of blood or infectious material
- At the end of work shift if the surface may have been contaminated during that shift, the surface will be cleaned and decontaminated
- Protective covering such as plastic wrap, aluminum foil, or imperviously - backed absorbent paper used to cover equipment and environmental surfaces shall be removed and replaced as soon as feasible when they become overtly contaminated or at the end of work shift if they may have become contaminated during shift
- All pails, bins, and other receptacles intended for reuse which have a reasonable likelihood of becoming contaminated with blood or other potentially infectious materials are routinely inspected, cleaned and decontaminated on a regularly scheduled basis and are decontaminated immediately, or as soon as feasible, upon visible contamination
- Potentially contaminated broken glassware shall be picked up using mechanical means (dustpan and brush, tongs, forceps, etc.) and NOT BY unprotected hands
- Contaminated reusable sharps are stored in containers that do not require hand processing.

Handling of regulated waste (waste that contains recognizable fluid blood, fluid blood products, containers or equipment containing blood that is fluid) requires the following:

- Discarded or bagged in containers that are: closable, puncture-resistant (as needed), leak proof (as needed), and labeled in red with the appropriate biohazard warning label
- Containers placed close to the sources of the waste
- Containers kept upright, routinely replaced, and not allowed to overfill
- Contaminated laundry (soiled with blood or OPIM) is handled as little as possible, not sorted or rinsed where it is used, and is placed and transported in appropriately labeled or color-coded containers.
- Appropriate PPE is used when handling contaminated laundry
- When moving/transporting regulated waste containers, they must be kept closed and enclosed within a secondary container (if necessary).

VII. CLEANING SCHEDULE

The following areas are cleaned and disinfected with bleach or similar disinfectant daily: Juvenile Detention Facility (when detainees are present), Health Clinics, Progress House, Jail, and restrooms in libraries, museums, and county office buildings. Restrooms and related facilities at parks and campgrounds are cleaned and disinfected with a sufficient disinfectant every other day. This schedule is subject to change during pandemics.

The following employees are responsible for setting cleaning and decontamination schedules for the listed locations and for ensuring compliance with those schedules:

- Solid Waste Superintendent – all solid waste facilities
- Parks Manager – all facilities at County-maintained parks and campgrounds
- Buildings and Maintenance Supervisor – all other County maintained buildings.

Department Heads are responsible for coordinating with the Buildings and Maintenance Supervisor as needed to ensure compliance with proper and timely housekeeping.

VIII. HEPATITIS B VACCINATION PROGRAM

Exposure incidents can occur even with adherence to all exposure prevention practices. Hepatitis B vaccination is the best way to prevent contracting Hepatitis B.

To protect employees as much as possible from the possibility of Hepatitis B infection, a vaccination program has been implemented. This program is available, at no cost, to all employees who have probable occupational exposure to bloodborne pathogens. As part of their bloodborne pathogens training, employees receive information regarding Hepatitis B vaccination, including its safety and effectiveness. All employees are made aware of the vaccination program during bloodborne pathogens training.

The Risk Manager and Health Officer are responsible for setting up and operating the vaccination program. Department Heads are responsible for ensuring that employees within their Department who have probable occupational exposure to Bloodborne pathogens have received the Hepatitis vaccination within ten (10) working days of initial assignment. Vaccinations are performed under the supervision of a licensed physician or other health care professional. Employees who decline to take part in the vaccination program must sign the "Vaccination Declination Form" (Exhibit "C").

Any unvaccinated employee involved in an exposure incident shall be entitled to receive, at no cost, the Hepatitis B vaccination series. This shall be made available as soon as possible but in no event later than twenty-four hours after the exposure incident.

IX. POST-EXPOSURE EVALUATION AND FOLLOW-UP

Exposure incidents can occur even with adherence to all exposure prevention practices. Adherence to procedures for post-exposure evaluation and follow-up helps when exposures occur.

An exposure incident is defined as a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with a BBP that results from the performance of an employee's duties.

In the event of an exposure to possible infection by blood or other body fluid (especially involving a needle stick or sharps injury), immediately follow these steps without delay:

1. Wash needle sticks and cuts with soap and water
2. Flush splashes to the nose, mouth, or skin with water
3. Irrigate eyes with clean water or saline
4. Report incident to supervisor and call the Injury Hotline at 877.215.7285
5. The exposed employee shall receive medical consultation and treatment (if required) as expeditiously as possible from the County supervising nurse or Health Officer.

Supervisor will notify the Department Head or Designated Employee (who notifies the Risk Manager or Health Officer) and gather the following information from the exposed employee: description of the tasks being performed when the exposure incident occurred; source of transmission; port of entry; PPE utilized; and medical treatment obtained.

Exposed employee works with supervisor to complete Exposure Incident Reporting and Investigation form (Exhibit "D") and submits promptly to Risk Manager. If exposure resulted from a sharp (object that penetrates the skin or any other part of the body, including, but not limited to: needle devices, lancets, broken glass and broken capillary tubes), the supervisor must complete the one-page Sharps Injury Log (Exhibit "E") within fourteen days from the date the incident was reported and submit to Risk Manager.

Next, the Risk Manager or Health Officer or other designated licensed healthcare provider investigates every employee exposure incident. Such investigations are initiated within 24 hours after an incident occurs, and they are documented with Exposure Incident Reporting and Investigation form (Exhibit "D").

In order to make sure employees receive the best and most timely treatment if an exposure to bloodborne pathogens occurs, the County has set up a comprehensive post-exposure evaluation and follow-up process. The process for Post-Exposure Prophylaxis (Exhibit "F") will be used to verify that all steps in the process have been completed. The Health Officer or other designated licensed healthcare provider or his/her designee shall oversee this process.

After the Incident Report is evaluated, written recommendations are made for avoiding similar incidents in the future. The County recognizes that the information involved in this process must remain confidential and will do everything possible to protect the privacy of the people involved.

Post-Exposure Documentation and Testing: The exposed employee shall provide the County with the following confidential information: Documentation regarding the routes of exposure and circumstances under which the exposure incident occurred; and identification of the source individual (unless infeasible or prohibited by law).

The source individual's blood shall be tested as soon as feasible and after consent is obtained in order to determine HBV, HCV and HIV infectivity. If consent is not obtained, the

County shall establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available shall be tested and the results documented. Results of the source individual's testing shall be made available to the exposed employee, if it is obtained. At that time, the employee will be made aware of any applicable laws and regulations concerning disclosure of the identity and infectious status of a source individual. The exposed employee shall receive information related to the significance of the source individual's laboratory results and its implications.

The County's designee shall collect and test the blood of the exposed employee for HBV, HCV, and HIV status after consent is obtained.

If the employee consents to baseline blood collection, but does not give consent at that time for HIV serologic testing, the sample shall be preserved for at least 90 days. If within 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

After consultation and assessment of the employee's risk exposure, an appointment will be made for the employee with a qualified healthcare professional to discuss the employee's medical status. If it is determined that post exposure prophylaxis is recommended, employees will meet with the County's Health Officer as soon as possible. Employees have the option to consult with his/her private physician. The post exposure checklist shall be utilized. The Health Officer or other designated licensed healthcare provider will be available to consult with the healthcare professional on an as needed basis.

Information provided to the Healthcare Professional: To assist the healthcare professional, a number of documents will be forwarded including the following:

- 1) Copy of the Bloodborne Pathogens Standard
- 2) A description of the exposure incident
- 3) A description of the exposed employee's duties as they relate to the exposure incident
- 4) The exposed employee's relevant medical records
- 5) Results of the source individual's blood testing, if available
- 6) Other pertinent information.

Healthcare Professional Written Opinion: After the consultation, the healthcare professional shall provide the Health Officer or other designated licensed healthcare provider with a written opinion evaluating the exposed employee's situation. A copy of this opinion shall be given to the exposed employee. The written opinion shall contain only the following information: Confirmation that the employee has been informed of the results of the evaluation; and confirmation that the employee has been told about any medical conditions resulting from the incident which requires further evaluation or treatment.

With regard to the Hepatitis B vaccination, the opinion shall be limited to whether Hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination. All other findings or diagnoses will remain confidential and will not be included in the written report.

X. RECORD KEEPING

The Health Officer or other designated licensed healthcare provider is responsible for setting up and maintaining medical records related to every reported exposed incident. Such records may be paper or electronic, and they must include:

- Name of employee
- Copy of employee's Hepatitis B Vaccination status with dates of vaccinations
- Medical records relative to employee's ability to receive vaccination
- Copies of the results of the examinations, medical testing and ongoing follow-up procedures which take place as a result of an employee's exposure
- Copy of the information provided to the consulting healthcare professional as a result of any exposure
- Copy of any information provided to the healthcare professional.

As with all information in these areas, the County will keep the information in these medical records confidential. We will not disclose or report this information to anyone without the employee's written consent (except as required by law). Medical records shall be retained for the duration of employment plus 30 years.

Each Department Head, in collaboration with the Risk Manager, is responsible for maintenance of records regarding employee training to facilitate and document employee training. Training records containing the following information are maintained for three years: dates of all training sessions; contents/summary of the training sessions; names and job titles of the instructors (if applicable); and names and job titles of employees attending the training sessions. Target Solutions maintains this information if the training was completed online.

These training records are available for examination and copy to our employees and their representatives, as well as OSHA and its representatives. These records shall be maintained for three (3) years from the date of training.

The Risk Manager maintains a summary Sharps Injury Log in a manner that protects the confidentiality of injured employees. The log contains the following: type and brand of device involved in incident, department or work area where incident occurred, and an explanation of the incident.

XI. LABELS AND SIGNS

Containers with BBP must be properly labeled to help prevent accidental infection. Such containers must either be labeled with the standard biohazard label (shown) **or** the container must be red in color. The label must have lettering in contrast to a florescent orange or orange-red background. See 1910.1030(g).



Designated Employees are responsible for ensuring implementation of labeling protocols within their department. The following must be labeled: Containers of regulated waste; bags containing contaminated laundry; refrigerators and freezers containing BBP; sharps disposal containers; and other containers used to store, transport or ship BBP. In addition, any part of a piece of equipment that may be contaminated must also be labeled as such so the operator/user can use appropriate safeguards.

XII. INFORMATION AND TRAINING

Well-informed and educated employees are keys to eliminating or minimizing BBP exposure. Employees with potential for exposure shall attend and complete training at the time of the initial work assignment, annually, and whenever changes affect the potential for exposure (new job, new tasks, etc.).

Department Heads or their Designated Employees are responsible for compliance with the training requirements. The relevant training is typically administered by the Risk Manager via Target Solutions, an online educational portal. Other methods may include Classroom type atmosphere with personal instruction, videotape programs, and manuals.

Topics covered in the training program include, but are not limited to:

- The Bloodborne Pathogens Standard
- The epidemiology and symptoms of bloodborne diseases
- The modes of transmission of bloodborne pathogens
- The BBP ECP and where to obtain a copy
- Appropriate methods for recognizing tasks and other activities that may involve exposure to BBP
- A review of the use and limitations of methods that will prevent or reduce exposure, including: engineering controls, work practice controls, and personal protective equipment
- Selections and use of personal protective equipment including: types available, proper use, location within the facility, removal, handling, decontamination, and disposal
- Visual warning of biohazard within our facility including labels, signs and "color-coded" containers
- Information on the Hepatitis B Vaccine, including efficacy, safety, method of administration, and benefits of vaccination
- Actions to take and persons to contact in an emergency involving BBP
- Procedures to follow if an exposure incident occurs, including incident reporting
- Information on the post-exposure evaluation and follow-up, including medical consultation that our facility will provide
- Explanation of the signs and labels and/or color-coding for containers used for storage or transport of BBP.

EXHIBIT A: CONCERNS, RECOMMENDATIONS, AND FEEDBACK
REGARDING THE INYO COUNTY BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

In the interest of providing a safe and healthful work environment, all Inyo County employees are encouraged to bring any concerns about exposure to bloodborne pathogens or other potentially infectious material, or about the Inyo County Bloodborne Pathogens Exposure Control Plan, to their supervisor, labor representative, or Risk Management. This form may be used to do so. Labor representatives are encouraged to bring these forms to the Joint Labor/Management Safety Committee for review and recommendation. An employee expressing a concern may elect to remain anonymous.

CONCERN:

RECOMMENDATION

Employee Name: _____ Title: _____ <i>(You may elect to remain anonymous.)</i>
Employee Signature: _____ Date: _____

RETURN COMPLETED FORM TO SUPERVISOR, RISK MANAGEMENT, OR UNION REP

EMPLOYEE – PLEASE DO NOT WRITE BELOW THIS LINE

Name of Department Head or Supervisor (Print): _____
Signature: _____ Date Received: _____

EXHIBIT B: JOBS AND TASKS WITH POTENTIAL OCCUPATIONAL EXPOSURE
TO BLOODBORNE PATHOGENS AND OTHER POTENTIALLY INFECTIOUS MATERIALS
ANNUAL BBP TRAINING MAY BE REQUIRED

Inyo County employees assigned to any of the following tasks are considered to have potential occupational exposure to bloodborne pathogens and must complete annual training on how to protect themselves: attending to ill or injured persons; administering injections; using or having contact with needles or syringes; collecting/handling specimens of bodily fluids; checking hemoglobin levels; cleaning of restrooms/bedding/clothing/buildings/exam rooms/places with ill or injured persons; cleaning up bodily fluids; conducting arrests/searches; engaging in physical contact with or transporting potentially combative/ill/injured persons; administering first aid/CPR; conducting investigations of crime/accident scenes; handling belongings of deceased persons; working in a kitchen; traversing/inspecting disposal sites or body art facilities; handling trash/debris; or providing personal care services not otherwise listed. Such employees hold any of the following countywide job titles:

<p><u>Eastern Sierra Area Agency on Aging (ESAAA):</u> Program Services Specialist I/II/III whose duties include Homemaker or Personal Care.</p> <p><u>Environmental Health (EH):</u> Deputy Director, Hazardous Materials Manager, EH Specialist, EH Specialist Trainee.</p> <p><u>Health and Human Services (HHS):</u> Health Officer, HHS Deputy Director for Public Health, Nurse Practitioner, Psychiatrist, Registered Nurse, Public Health Nurse, Supervising Public Health Nurse, Supervising Nurse, Behavioral Health Nurse, Corrections Nurse, IHSS Nurse, Psychiatric Nurse I/II, Registered Dietician, Residential Caregiver, Social Worker I/II/III/IV, Social Services Aide, Social Worker Supervisor, Progress House Manager, WIC Manager, Prevention Specialist, Addictions Counselor, Food Cook, Food Cook Supervisor, Human Services Supervisor (CPS), HHS Specialist I/II/III/IV.</p> <p><u>Parks:</u> Parks Manager, Park Specialist, Park Helper, Park Attendant.</p>	<p><u>PAPG:</u> Public Administrator/Guardian, Public Administrator/Guardian Deputy.</p> <p><u>Sheriff / Jail:</u> Undersheriff, Lieutenant, Sergeant, Corporal, Investigator, Deputy Sheriff, Reserve Deputy Sheriff, Correctional Officer, Evidence Technician, Food Cook.</p> <p><u>Probation Department:</u> Chief Probation Officer, Deputy Chief Probation Officer, Deputy Probation Officer I/II/III, Rehabilitation Specialist I/II/Sr, Community Services Officer.</p> <p><u>Public Works Department:</u> Buildings and Maintenance (B&M) Supervisor, Shop Foreman, Building Inspector /Sr, Supervisor Road Maintenance Crew, Mechanic, Mechanic Trainee, Mechanic/Operator, Equipment Operator I/II, Custodian I/II, Buildings and Grounds Maintenance Worker, B&M Worker I/II/III/IV, Road Maintenance Worker I/II.</p> <p><u>Solid Waste:</u> Superintendent, Heavy Equipment Operator, Gate Attendant, Heavy Equipment Mechanic/Operator.</p>
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Department Head or designee may exempt an employee from the annual training requirement if the employee will not be assigned any of the tasks listed above for the next 12 months. If a job title or task should be added or removed, please contact Risk Management.

EXHIBIT C: HEPATITIS B VACCINE DECLINATION
MANDATORY FOR EMPLOYEES LISTED IN EXHIBIT B IF DECLINING THE VACCINE

In accordance with 8CCR5193, Inyo County employees who decline to accept the hepatitis B vaccination, as offered freely by Inyo County, shall sign the following statement as required by 8CCR5193(f)(2)(D), with authority from CA Labor Code and CA Health and Safety Code:

“I understand that due to my occupational exposure to blood or other potential infectious materials (OPIM) I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or OPIM and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.”

Employee Name: _____	Title: _____
Employee Signature: _____	Date: _____

EMPLOYEE – PLEASE DO NOT WRITE BELOW THIS LINE

Supervisor (Print): _____
Signature: _____ Date: _____

RETURN COMPLETED FORM TO RISK MANAGEMENT

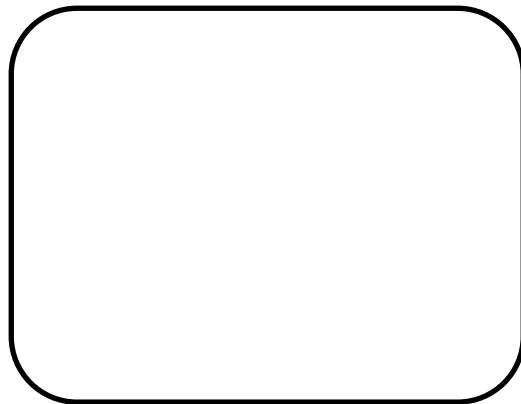


EXHIBIT D:
EXPOSURE INCIDENT REPORTING AND INVESTIGATION FORM

EXPOSED EMPLOYEE MUST CONTACT ONE OF THE FOLLOWING PRIOR TO END OF WORK SHIFT:
SUPERVISING NURSE ANITA RICHARDSON (760) 873-3412 OR (760) 937-8567; DR. JAMES
RICHARDSON, (760) 873-3331 OR (760) 920-0433; OR RISK MANAGER (760) 872-2908.

1. Date of Incident: _____
2. Time of Incident: _____
3. Location: _____
4. Potentially infectious materials involved: _____
5. Type: _____
6. Source: _____
7. Circumstances (work being performed, etc.): _____

8. Cause (accident, equipment malfunction, etc.): _____

9. Personal protective equipment (PPE) used/worn at time of exposure: _____

10. Response Actions taken (decontamination, clean-up, reporting, etc.): _____

11. Recommendations for avoiding repetition: _____

12. Additional Comments: _____

Name of person completing this form (print): _____

Signature: _____ Date: _____

RETURN FORM TO RISK MANAGEMENT

EXHIBIT E: SHARPS INJURY LOG
COMPLETE LOG FOR EACH EMPLOYEE EXPOSURE INCIDENT INVOLVING A SHARP

1. Date of Incident: _____ Time of Incident: _____
2. Location: _____
3. Job Classification _____

4. Procedure _____
[Examples: Venous blood draw, arterial blood draw, injection through skin, start of an IV, set up heparin lock, heparin/saline flush, cutting, suturing, unknown, or other.]

5. How did exposure occur? _____
[Examples: During use of sharp, between steps of a multistep procedure, after use and before disposal of sharp, while putting sharp into disposal container, sharp left in inappropriate place, picking up debris, unknown, or other.]

6. Body Part/s: _____
_____ [Examples: finger, thumb, hand, arm, face/head, torso, leg]

7. Sharp Involved (type, brand, model): _____
 - a. Did device have an engineered sharps injury protection? _____
 - b. Was the protection mechanism activated? _____
 - c. Did the exposure incident occur before, during, or after activation? _____

8. EXPOSED EMPLOYEE: If the sharp had no engineered sharps injury protection, do you think that such a mechanism could have prevented the injury? _____ (YES, NO, or N/A)
EXPLAIN: _____

9. EXPOSED EMPLOYEE: In your opinion, could an engineering or work practice control could have prevented the injury? _____ (YES, NO)
EXPLAIN/DESCRIBE: _____

Name of person completing this form (print): _____
Signature: _____ Date: _____

NOTE: Other versions also acceptable.
RETURN COMPLETED FORM TO RISK MANAGEMENT

EXHIBIT F: POST EXPOSURE PROPHYLAXIS (PEP) – six pages
FOR USE REGARDING EMPLOYEES EXPOSED TO HEPATITIS B, HEPATITIS C, OR HIV

Transmission rates in occupational exposures (positive source):

- HIV: needle sticks 0.3%, mucous membranes 0.09%, nonintact skin - unknown but estimated to be less than mucous membrane exposure.
- HBV: needle sticks 6-30%
- HCV: needle sticks 1.8%

Hepatitis C

In the absence of PEP for Hepatitis C exposure, recommendations are intended to achieve early identification of chronic Hepatitis C disease after exposure and refer for early treatment options. For individuals exposed to Hepatitis C positive sources:

- a. Perform baseline testing for anti-HCV and ALT activity.
- b. Perform follow-up testing for anti-HCV and ALT activity in 4-6 months.
- c. If earlier diagnosis of Hepatitis C infection is desired, test for HCV RNA at 4-6 weeks.
- d. Confirm all anti-HCV results reported positive by enzyme immunoassay using supplemental anti-HCV testing.
- e. When Hepatitis C infection is identified, the person should be referred to a specialist for follow-up care.
- f. Immunoglobulin and antiretrovirals are not recommended for exposures to Hepatitis C positive blood.

Hepatitis B

For detailed PEP information see Table 3 *Recommended Post exposure Prophylaxis for Exposure to Hepatitis B Virus (next page)*.

1. If the exposed person is known to have had adequate response to the Hepatitis B vaccine in the past (anti-HBs ≥ 10 mIU/ml), the anti-HBs level does not need to be tested and no PEP is needed.
2. If the anti-HBs was never tested after receiving the Hepatitis B vaccine series and there is reason to believe the exposure presents a risk for Hepatitis B transmission, the anti-HBs level of the exposed can be tested.
3. Start the Hepatitis B vaccine series immediately if exposed individual has not been previously vaccinated.
4. Hepatitis B vaccine and Hepatitis B Immune Globulin (HBIG) are not contraindicated in pregnant or lactating women.
5. When HBIG is indicated it should be given ASAP after exposure, although it can be given up to 7 days after exposure.
6. For exposed individuals in the process of receiving the Hepatitis B vaccine series, HBIG should be given ASAP and the Hepatitis B vaccine series schedule should continue.
7. A second dose of HBIG a month later is only needed if the exposed person is a known non-responder to the Hepatitis B vaccine and the source patient is HBsAg positive.
8. If the exposed person has had prior HBV infection, he/she is considered immune and requires no PEP.

TABLE 3: Recommended Postexposure Prophylaxis for Percutaneous Exposure to Hepatitis B Virus¹

Vaccination and antibody status of exposed person		Treatment when source is:		
		HBsAg ² positive	HBsAg negative	Not tested or infection status unknown
Unvaccinated		HBIG ³ X 1; Initiate hepatitis B series	Initiate hepatitis B series	Initiate hepatitis B vaccine series
Previously Vaccinated	Known Responder ⁴	No treatment	No treatment	No treatment
	Known non-responder, no revaccination series	HBIG X 1 and initiate revaccination	No treatment; consider revaccination for future protection	If known high-risk source, treat as if source were HBsAg positive.
	Known non-responder to initial and revaccination series	HBIG X 2 - second dose one month after the first	No treatment	If known high-risk source, treat as if source were HBsAg positive.
	Antibody response unknown	Test exposed person for anti-HBs ⁵ -If adequate ⁶ , no treatment -If inadequate ⁶ , HBIG X 1 and vaccine booster dose ⁷	No testing, no treatment	Test exposed person for anti-HBs ⁵ -If adequate ⁶ , no treatment -If inadequate ⁶ , vaccine booster dose ⁷

¹ Postexposure recommendations apply ≤ 7 days after exposure

² Hepatitis B surface antigen

³ Hepatitis B immune globulin (0.06 mL/kg administered intramuscularly)

⁴ Person with anti-HBs antibody level of >10 mIU/mL

⁵ Antibody to hepatitis B surface antigen

⁶ Adequate response is anti-HBs >10 mIU/mL; inadequate response is anti-HBs <10 mIU/mL

⁷ The person should be evaluated for antibody response after the vaccine booster dose. For persons who received HBIG, anti-HBs testing should be done when passively acquired antibody HBIG is no longer detectable (eg, 4-6 mo); if they did not receive HBIG, anti-HBs testing should be done 1-2 months after the vaccine booster dose. If anti-HBs is inadequate (<10 mIU/mL) after the vaccine booster dose, 2 additional doses should be administered to complete a 3-dose reimmunization series.

<https://www.health.state.mn.us/diseases/hepatitis/b/hcp/postexprec.pdf>

HIV

For detailed PEP see Table 4 *Recommended HIV Postexposure Prophylaxis for Percutaneous Injuries*, Table 5 *Recommended HIV Postexposure Prophylaxis for Mucous Membrane Exposures and Nonintact Skin Exposures*, and Appendix C *Basic and Expanded HIV Postexposure Prophylaxis Regimens*.

1. Exposed EMPLOYEE should be informed that:
 - a. Most occupational exposures to HIV do not result in HIV transmission. Medication toxicity should be carefully considered when deciding to start PEP.
 - b. Prophylaxis is not indicated or justified for exposures with negligible risk.
 - c. Limited knowledge is available regarding toxicity of prophylaxis in pregnancy.
 - d. An individual can decline all prophylactic medications.
2. Considerations for prescribing PEP
 - a. Toxic medications have caused serious liver toxicity. Consider transmission risk vs. toxicity risk. Also consider individual risks: pregnancy, current breast feeding, renal disease, liver disease etc.
 - b. HIV transmission rates in occupational exposures
 - c. PEP should be started ASAP. The basic regimen, Combivir, is available in the hospital pharmacy. It is possible to start PEP and then discontinue or change the medications prescribed once the source patient's HIV status is determined.
 - d. Regardless of the PEP regimen selected, medications are to be taken for 4 weeks; if tolerated.
 - e. If unsure of which PEP regimen to begin with, start with the basic. A change can always be made later when more information regarding the source is available.
 - f. Don't stagger PEP medications- give the full regimen as ordered. Staggering medications can lead to resistance.

3. PEP Medications

The **National Clinicians Post-Exposure Prophylaxis Hotline** (PEP line) offers treating clinicians up-to-the-minute advice on managing occupational exposures to HIV, Hepatitis, and other blood-borne pathogens. It is available 24 hours per day, seven days per week. *See available handout.*

The phone number is 888-HIV-4911 (888-448-4911)

- a. The basic regimen, Zidovudine 600mg QD and Lamivudine 150mg BID will be available in the Mammoth Hospital Pharmacy as a single tablet (Combivir). The basic regimen, Combivir is to be taken twice daily for one month. This is the most common regimen for PEP.
- b. For additional PEP regimens, please see policy *Basic and Expanded HIV Postexposure Prophylaxis Regimens* on the intranet > Employee Health Manual > Body Fluid Exposure.
- c. If another regimen besides Combivir is prescribed, call Vons or Rite-Aid for medication availability.
- d. When Vons or Rite-Aid are closed or don't have needed medications available, Dwayne's pharmacy or Northern Inyo Hospital Pharmacy can be contacted for medication availability.
- e. No pharmacy can guarantee immediate availability of PEP medications but the basic regimen can be started immediately and then when other medications become available, the prescription can be changed.

4. Follow-up care of individuals receiving HIV PEP

- a. Possible drug toxicity should be monitored by testing at baseline and again at 2 weeks after starting PEP. Tests should include at minimum: CBC, renal and hepatic function tests. In addition, any individual on a protease inhibitor should be evaluated for hyperglycemia and those on IDV should be monitored for crystalluria, hematuria, hemolytic anemia, and hepatitis.
- b. Reevaluation of the exposed person should be considered within 72 hours post exposure, especially as additional information about the exposure or source person becomes available.
- c. Inform patient that they need to report any side effects from PEP medications immediately as a dose adjustment or discontinuation of the drug may be required.
- d. If any toxicity is noted, modification of the regimen should be considered after expert consultation; further diagnostic studies may be indicated.

5. Testing of exposed EMPLOYEE

- a. EMPLOYEES exposed to HIV should be evaluated within hours (rather than days) after their exposure and should be tested for HIV at baseline (i.e., to establish infection status at the time of exposure).
- b. If the source person is seronegative for HIV, baseline testing or further follow-up of the exposed person normally is not necessary. Follow-up serologic testing (see 5c below) will be made available to all EMPLOYEES who are concerned that they might have been occupationally infected with HIV.
- c. EMPLOYEES exposed to HIV should be tested for HIV at baseline, 6 weeks, 12 weeks, and 6 months. The provider may also recommend another test at 1 year.
- d. If the exposed individual does not want test results at the time of the exposure, the blood sample may be preserved for 90 days. The employee may also elect to take the HIV antibody test at another test center (ex. Health Department).
- e. Advise exposed employee to seek medical evaluation for any illness compatible with an acute retroviral syndrome.
- f. Inform the exposed individual that the Health Officer or other designated licensed healthcare provider will receive all test results and provide follow-up counseling to the exposed individual.
- g. California HIV Confidentiality Laws will be discussed with the exposed individuals, and all staff involved with testing and counseling will adhere to confidentiality laws.

EXHIBIT F REFERENCES:

- 2001 CDC Updated U.S. Public Health Service Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Post exposure Prophylaxis <http://www.cdc.gov/mmwr/PDF/rr/rr5011.pdf>
- 2005 CDC Updated U.S. Public Health Service Guidelines for the Management of Occupational Exposures to HIV and Recommendations for Post exposure Prophylaxis; and Notice to Readers: Updated Information Regarding Antiretroviral Agents Used as HIV Post exposure Prophylaxis for Occupational HIV Exposures

TABLE 4. Recommended HIV postexposure prophylaxis for percutaneous injuries

Exposure type	Infection status of source				
	HIV-Positive Class 1 ¹	HIV-Positive Class 2 ¹	Source of unknown HIV status ²	Unknown source ³	HIV-Negative
Less severe ⁴	Recommend basic 2- drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁵ for source with HIV risk factors ⁶	Generally, no PEP warranted; however, consider basic 2-drug PEP ⁵ in settings in which exposure to HIV-infected persons is likely	No PEP warranted
	Recommend expanded 3-drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁵ for source with HIV risk factors ⁶	Generally, no PEP warranted; however, consider basic 2-drug PEP ⁵ in settings in which exposure to HIV-infected persons is likely	No PEP warranted
More Severe ⁷	Recommend expanded 3-drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁵ for source with HIV risk factors ⁶	Generally, no PEP warranted; however, consider basic 2-drug PEP ⁵ in settings in which exposure to HIV-infected persons is likely	No PEP warranted

1. HIV-positive, class 1 - asymptomatic HIV infection or known low viral load (e.g., <1,500 RNA copies/mL), HIV-positive, Class 2 - symptomatic HIV infection, AIDS, acute seroconversion, or known high viral load. If drug resistance is a concern, obtain expert consultation. Initiation of postexposure prophylaxis (PEP) should not be delayed pending expert consultation, and, because expert consultation alone cannot substitute for face-to-face counseling, resources should be available to provide immediate evaluation and follow-up care for all exposures.

2. Source of unknown HIV status (e.g., deceased source person with no samples available for HIV testing).

3. Unknown source (e.g., a needle from a sharps disposal container).

4. Less severe (e.g., solid needle or superficial injury).

5. The designation "consider PEP" indicates that PEP is optional and should be based on an individualized decision between the exposed person and the treating clinician. If PEP is offered and taken and the source is later determined to be HIV-negative, PEP should be discontinued.

7. More severe (e.g., large-bore hollow needle, deep puncture, visible blood on device, or needle used in patient's artery or vein).

TABLE 5. Recommended HIV postexposure prophylaxis for mucous membrane exposures and noncontact skin¹ exposures

Exposure type	Infection status of source				
	HIV-Positive Class 1 ²	HIV-Positive Class 2 ²	Source of unknown HIV status ³	Unknown source ⁴	HIV-Negative
Small volume ⁵	Consider basic 2-drug PEP ⁶	Recommend basic 2-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ for source with HIV risk factors ⁷	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ in settings where exposure to HIV-infected persons is likely	No PEP warranted
Large volume ⁸	Recommend basic 2-drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ for source with HIV risk factors ⁷	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ in settings where exposure to HIV-infected persons is likely	No PEP warranted

1. For skin exposures, follow-up is indicated only if there is evidence of compromised skin integrity (e.g., dermatitis, abrasion, or open wound).
2. HIV-Positive, Class 1 - asymptomatic HIV infection or known low viral load (e.g., <1,500 RNA copies/mL). HIV-Positive, Class 2 - symptomatic HIV infection, AIDS, acute seroconversion, or known high viral load. If drug resistance is a concern, obtain expert consultation. Initiation of postexposure prophylaxis (PEP) should not be delayed pending expert consultation, and, because expert consultation alone cannot substitute for face-to-face counseling, resources should be available to provide immediate evaluation and follow-up care for all exposures.
3. Source of unknown HIV status (e.g., deceased source person with no samples available for HIV testing).
4. Unknown source (e.g., splash from inappropriately disposed blood).
5. Small volume (i.e., a few drops).
6. The designation "consider PEP" indicates that PEP is optional and should be based on an individualized decision between the exposed person and the treating clinician.
7. If PEP is offered and taken and the source is later determined to be HIV-negative, PEP should be discontinued.
8. Large volume (i.e., major blood splash).

THREE STEPS TO A Bloodborne Pathogen Exposure

Got a needle stick or other sharps injury?

Exposed to blood or other potentially infectious material?

STEP 1: FLUSH

- Flush splashes to nose, mouth, and skin with water
- Irrigate eyes with clean water or saline.

STEP 2: WASH

- Wash needle sticks and cuts thoroughly with soap and water.

STEP 3: REPORT

- Immediately report the incident to your supervisor. Call the Injury Hotline, or have supervisor call the Hotline at 877.215.7285. Let's make sure you get the care you may need and the required paperwork completed.



Our Bloodborne Pathogen Exposure Control Plan is available at: www.inyocounty.us/risk/bbpc.

SUPERVISOR RESPONSIBILITY INCLUDES:

A. Contact one of the following ASAP (Call until you reach one of us)

- Supervising Nurse Anita Richardson @ 760.873.6533 or 760.937.8567
- Health Officer Dr. James Richardson @ 760.873.7868 or 760.920.0433
- Risk Manager Aaron Holmberg @ 760.872.2908 or 760.937.7378

B. Complete and submit Exhibit D and, if applicable, Exhibit E.

County of Inyo
Aerosol Transmissible Disease
Exposure Control Plan

Updated October 2021

In the event of an occupational exposure:

Promptly notify your supervisor and call
Injury and Illness Reporting Hotline (877.215.7285)
to report the event and to speak with a triage nurse.

TABLE OF CONTENTS

I. Purpose and Scope 3

II. Plan Administration 3

III. Occupational Exposure 3

IV. High Exposure Possibility (HEP) Employees 4

V. Engineering Controls 5

VI. Administrative Controls 6

VII. Personal Protective Equipment 6

VIII. Special Precautions 7

IX. Surge Procedures 7

X. Post-Exposure Evaluation 7

XI. Training 8

XII. Record Keeping 8

XIII. Exhibits 9-14

 A. Job Titles Subject to Annual ATD Training 9

 B. Recommended Vaccinations 10

 C. Mandatory Vaccination Declination..... 11

 D. Seasonal Influenza Vaccination Declination..... 12

 E. Alternative Respiratory Medical Eval. Questionnaire 13-14

I. PURPOSE AND SCOPE

The County of Inyo is committed to providing a safe and healthful work environment for its employees. In accordance with the California Occupational Safety and Health Administration (Cal/OSHA) Title 8 CCR 5199 regarding aerosol transmissible disease (ATD), this Inyo County Aerosol Transmissible Diseases Exposure Control Plan (ATDECP) provides written procedures and minimum standards for preventing the spread and minimizing the risk of occupationally acquired aerosol transmissible disease for County departments with operations that may expose employees to an elevated risk of exposure to ATDs.

An ATD is an epidemiologically significant disease that is transmitted or spread through the air in the form of small particles or droplets. Early identification, isolation, and treatment of persons with infectious ATDs are crucial in reducing the risk and consequences of exposure to themselves and others. An elevated risk is at a greater level than what is considered ordinary for employees having direct contact with the general public. A list of diseases and pathogens considered ATDs is available at “Aerosol Transmissible Disease/Pathogens” (<https://www.dir.ca.gov/title8/5199a.html>).

This plan applies only to those employees and situations where employee exposure to ATDs is at an elevated risk for occupationally acquired ATDs, as identified in Section IV below and Exhibit A. This plan guides departments to implement common infection control measures in order to protect employees from those threats and to enable employees to continue to provide critical services without unreasonably jeopardizing their own health. Employees with elevated risk should adhere to the requirements specified in this document. Supervisors should keep a copy of this plan and specific departmental procedures, if any, accessible electronically to all affected employees during work hours. This policy shall not apply to employees of the Sheriff’s Department, which has its own policy (1007) regarding communicable diseases, including ATDs.

II. PLAN ADMINISTRATION

Risk Management maintains general plan documentation and coordinates with Department Heads who have employees with high exposure potential (HEP) and the Safety Committee to update the plan at least annually with input from employees. Department Heads who have employees with high exposure potential (HEP) administer the plan in consultation with Risk Management, as necessary, and may add additional measures or specifics to customize this plan for their department, divisions, or units. Exposure incidents are reviewed by the affected Department Heads and Risk Management for continuous improvement. A copy of this ATDECP may be obtained from Risk Management at <https://www.inyocounty.us/risk>, from Department Heads who have employees with high exposure potential (HEP), and at locations of higher exposure potential. HEP workers are notified when they begin employment and during their annual training of the location of the ATDECP.

III. OCCUPATIONAL EXPOSURE

Personnel and/or Public Health should promptly notify employees who may have had a known occupational exposure to an ATD. Exposure records should be kept separately from employee personnel records. Employees who believe they were exposed to an ATD while working should promptly notify their supervisor and call the Injury and Illness Reporting Hotline (877.215.7285) to

report the event and to speak with a triage nurse for next steps. See <https://www.inyocounty.us/iipp> to file an anonymous hazard report. Incident Reports are at: <https://www.inyocounty.us/risk/workers-compensation>. An employee electing to decline medical attention (beyond first aid) for an exposure should submit a signed memo or email to Risk@inyocounty.us and their supervisor to this affect. Medical clearance may be required prior to returning to the workplace.

IV. HIGH EXPOSURE PROBABILITY (HEP) EMPLOYEES

This document especially applies to certain roles, responsibilities, locations, and tasks that may have elevated risk for ATD exposure. This means that their risk is in excess of ordinary exposure for employees who work with the general public. Elevated risk is determined without consideration of use of PPE, though employees must comply fully with PPE requirements. Each department may develop its own procedures to reduce or eliminate the possibility of ATD exposures in addition to the general guidance provided by this ATDECP. For example, work units that provide transportation, housing, isolation, or management of individuals with known or suspected airborne infectious diseases may have their own unit-specific and customized additions to this ATDECP.

The following are specific locations and tasks with elevated risks of exposure to ATDs:

- Public Health: Sample collection and other handling of potentially infectious materials by the Jail Nurse and other Public Health staff related to a person with a suspect or confirmed infectious ATD case.
- Public Works & Road: Repairing, replacing or maintaining air systems or equipment that may be anticipated to contain ATDs.
- Social Services & Public Guardian: Visiting the home of an infectious person.
- Sheriff's Office/Jail: Resuscitative procedures performed by emergency personnel, visiting the home of an infectious person, and certain medical services provided by the jail nurse in the jail. [Sheriff's Office has its own policies and procedures on communicable diseases.]
- Coroner: Autopsy, laboratory, research, body transportation, or production procedures performed on tissues, especially but not limited to tissues known or suspected to be infected with TB, which can aerosolize TB contaminated fluids. [Contract coroners are responsible for maintaining and complying with their own ATDECP.]

In accordance with 8CCR5199, and with the department exceptions noted above, this plan applies to the following when exposure to cases or suspected cases of ATD may occur:

- Public Health, Jail Nurse, or Social Services activities provided during transport, investigation, or treatment
- In-person public health contact tracing or health screening activities
- Operations of Probation detention areas, Progress House, and in-person contact areas of Public Health offices, as these facilities may have an increased risk for transmission of ATD infection
- Public Health laboratories that perform procedures with materials that contain or are reasonably anticipated to contain aerosol transmissible pathogens
- Maintenance, renovation, service, or repair operations involving air handling systems or equipment or building areas that may reasonably be anticipated to be contaminated with aerosol transmissible pathogens.

Job titles of potential HEPs are listed in Appendix A. An employee may submit a written appeal to their respective Department Head to have their job title included in or removed from the list of elevated risk job titles. If the employee does not agree with the response from the Department Head, the employee can forward the appeal to Risk Management which will make a final determination of the appeal. If a Department Head determines that a job title excluded from the list has occupational exposure, then the department should still comply with the ATDECP by providing employees in the unlisted job title with the same training, personal protective equipment, vaccinations and exposure reporting. If any department determines an employee with an occupation published on the list does not have occupational exposure because that employee's duties do not include occupational exposure, then the ATDECP does not apply to that employee.

V. ENGINEERING CONTROLS

Engineering controls are used to prevent the spread and reduce the concentration of infectious droplets. Departments implement feasible engineering and work practice controls to minimize exposure and to provide necessary personal protective and respiratory protective equipment. This includes removal of infectious materials, cleaning, sanitation, and refreshing of ventilation system filters in cooperation with Public Works. Each department may determine the level and procedure for sanitation related to their area in addition to the regular sanitation provided by Public Works staff (or contractors) at each location. Control measures should be consistent with recommendations from the Center for Disease Control and Prevention (CDC).

Employees are advised to watch for and report symptomatic persons proactively and confidentially to their supervisors. A person who is coughing severely, for example, may put employees at increased risk. A coughing person should be directed to don a mask immediately and either placed in a private room with the door closed or escorted outside to wait for an evaluation. Department Head or designee may request that the person remove themselves from the area and advise that they seek medical attention. Only licensed health care professionals may triage persons with pulmonary symptoms. An employee who transports a symptomatic person should be notified in advance of the condition so they may prepare themselves.

Finally, vaccinations of HEPs are vital to eliminating the exposure for susceptible employees. HEPs with occupational exposures to ATD will be offered vaccine doses listed in Appendix B. Recommended vaccinations for HEPs will be made available to all HEP employees at no charge to the employee upon completion of their annual ATD training, and within 20 working days of initial assignment unless: (1) the employee has previously received the recommended vaccination(s) and is not due to receive another vaccination dose; or (2) the employee has been determined to be immune in accordance with applicable public health guidelines; or (3) the vaccine is contraindicated for medical reasons. Employees should be offered additional vaccinations within 120 days of the issuance of new CDC or CDPH recommendations. Employees are not required to participate in a pre-screening program as a prerequisite for receiving a vaccine unless CDC or CDPH guidelines recommend pre-screening prior to administration of the vaccine.

If an employee initially declines a vaccination but later decides to accept the vaccination, the County will make every effort to make the vaccination available within 20 working days of receiving a

written request from the employee. Employees who decline to accept a recommended and offered vaccination should sign the declination statement (Appendix C and D).

VI. ADMINISTRATIVE CONTROLS

Administrative controls are used to reduce the risks of exposure to persons with infectious ATDs. Each department is responsible for ensuring high exposure possibility (HEP) staff follow established protective measures. Department Heads are responsible for monitoring compliance, reporting non-compliance, and taking action in response to non-compliance.

Department Heads should clearly communicate with HEP staff the importance of complying with administrative controls. When monitoring reveals repeated failure to follow recommended practices after additional supplies, education and/or retraining, and counseling have been provided, disciplinary action may be taken according to usual progressive disciplinary procedure.

In the event that a person with a potentially infectious ATD must remain temporarily in the workplace, signage should be used to indicate the exposure hazard to any employees who may consider entering the area.

Proper respiratory precautions should be used by persons with, or suspected of having, an ATD. Employees must stay home and not come into the workplace if they feel sick, and to go home or seek medical attention if they become ill during the work day. Persons who suspect they have a respiratory condition or feel similarly ill are advised to do the following: Cover the nose/mouth when coughing or sneezing, use tissues to contain respiratory secretions and dispose of them in the nearest waste receptacle after use, wash hands frequently for 20 seconds with soap and water (or an approved sanitizer) and after contact with respiratory secretions or contaminated objects or materials, wear a face covering whenever not alone in the workplace, and practice social distancing. Department Heads and their designees are expected to educate their employees about appropriate respiratory precautions.

VII. PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment (PPE) should be used when the exposure risk for HEPs cannot be engineered out or completely controlled administratively. Appropriate PPE will be provided to employees at no cost to them for exclusive use while working, and adequate training and fitting should be provided to ensure proper use and maintenance of PPE provided.

A surgical mask or a cloth face covering may be sufficient for some exposure situations and not for other situations. If a respirator (a greater level of protection than surgical mask or a cloth face covering) is necessary, it should be at least as effective as the N95 filtering face piece respirator. Employees covered by these enhanced protections include those who work in contaminated areas, or in areas designated for the isolation or quarantine of ATD cases, or those whose jobs include the handling or transporting infected or exposed materials or persons. Where applicable, employees may be fitted for a respirator in accordance with the County's Respiratory Protection Program and should use the respirator rather than a simple surgical mask or cloth face covering. The alternative

respirator medical evaluation questionnaire is available at Appendix E. See the County's Respiratory Protection Program for further details on respiratory protection.

Staff should be fit tested and receive instructions on use and care if assigned to wear a KN95, N95, or greater protective device. HEPs who perform high hazard procedures are trained and fit-tested. Fit testing should be completed annually or anytime an individual's weight changes enough to modify the fit. Each department is responsible for documenting when and to whom a KN95, N95, or greater protective device has been provided.

Appropriate inventory of PPE (which may include gloves, eye protection, surgical masks, and/or respirators as a situation may necessitate) will be maintained by departments that provide staff for surge response for ATD outbreaks or other public health emergencies. In the event there is a shortage of PPE due to a pandemic, current CDC/CDPH guidance for re-use of single use respirators will be provided.

VIII. SPECIAL PRECAUTIONS

Special precautions should be taken with suspected cases of TB and other highly infectious ATDs. Please see County Public Health for details on testing, exams, and documentation.

IX. SURGE PROCEDURES

All County employees are designated as emergency disaster workers and may be called upon to respond in the event of an emergency. Employees receive training in Standard Emergency Management System/National Incident Management System (SEMS/NIMS) and core competencies according to their job responsibilities. County Administration coordinates and delegates related or advanced training in accordance with local, state, and federal guidance.

A Rapid Response Team may be convened by the local Emergency Operations Command (EOC) in the event of a disease outbreak or other Public Health emergency. Surge fit-testing may be performed by trained personnel under the supervision of the County Health Department or the local area hospital. If appropriate, the County may maintain an emergency notification system, with key staff notified via the California Health Alert Network (CAHAN). Public Health handles procedures for accessing, and stockpiles of, respiratory and personal protective equipment. The Public Health Department may maintain its own Biosafety Plan.

X. POST-EXPOSURE EVALUATION

All exposure incidents should be evaluated to identify and correct problems with the goal of preventing recurrence. The supervisor/manager is responsible for ensuring the required paperwork is completed and reviewed to identify the nature and significance of, and response to, the exposure. Evaluation will include a review of control measures and use of personal protective equipment.

XI. TRAINING

Employees are trained on the components of this Plan and how to access a copy upon initial job assignment to roles or tasks with elevated risk levels, annually thereafter, and when new information is added. Training may include online learning modules concerning Aerosol Transmissible Disease, Respiratory Protection, and use and maintenance of PPE. Each department is responsible for ensuring and documenting that employees with high exposure potential achieve training respective of their areas of assignment. Risk Management will provide assistance and an opportunity for interactive questions with employees concerning ATD exposures. See Exhibit A for a list of job titles which may require annual training.

XII. RECORD KEEPING

Exposure records regarding employees should be kept separate from their personnel files. Records of documented occupational ATD exposures should be kept electronically for at least 30 years. Records of potential but unproven exposures may be shred after five years of notice of the potential event.

EXHIBITS FOLLOW.

Exhibit A: Job Titles Which May Be Required to Complete Annual ATD Training

Exposure to an ATD could become a serious medical condition. Inyo County employees who may be at elevated level for exposure to an ATD (as defined in the ATDECP) are considered to be HEPs and must complete annual training, preferably in the Summer, on how to protect themselves. Employees not included in the list may be subject to the Inyo County COVID-19 Prevention Plan.

HEP employees hold any of the following countywide job titles:

Behavioral Health (BH):

Residential Caregiver

Probation Department:

Probation Officers, Rehabilitation Specialists, Community Services Officer, Transportation Officer.

Public Administrator/Public Guardian (PAPG):

Public Administrator/Guardian, Public Administrator/Guardian Deputy.

Public Health (PH):

Public Health Nurse, Jail Nurse, HHS Specialist.

Public Works (PW):

Building & Grounds Worker, Building Maintenance Water Supervisor, Building Maintenance Worker, Custodian, Equipment Mechanic Trainee.

Road:

Equipment Mechanic Trainee, Road Maintenance Crew Supervisor, Road Maintenance Worker.

Sheriff's Department/Jail (SO):

See departmental policy manual on Communicable Diseases.

Social Services (SS):

Social Services Aide, Social Worker, Social Worker Supervisor, Integrated Caseworker.

Department Head or designee may exempt an employee from the annual training requirement if the employee will not be assigned to work that puts the employee at risk of heat illness for the calendar year. If a job title or task should be added or removed, please contact Risk Management.

Exhibit B: Aerosol Transmissible Disease Vaccination Recommendations for Susceptible Health Care Workers (Mandatory)

<u>Vaccine</u>	<u>Schedule</u>
Influenza	One dose annually
Measles	Two doses
Mumps	Two doses
Rubella	One dose
Tetanus, Diphtheria, and Acellular Pertussis (Tdap)	One dose, booster as recommended
Varicella-zoster (VZV)	Two doses

Source: California Department of Public Health, Immunization Branch. Immunity should be determined in consultation with **Epidemiology and Prevention of Vaccine-Preventable Diseases**. (The “Pink Book” by the CDC is available for free download at www.cdc.gov/vaccines/pubs/pinkbook/index.html.)

Please note: Immunity titers may be drawn before asking an employee to decline/receive a vaccine, as the California vaccination registry was not operational when some employees received childhood vaccines, and employees might not have their records. Most employees will have immunity to the diseases listed above, as proven by titers, and this can save them from getting revaccinated unnecessarily. For example, Hep B titers are drawn on PH and WIC staff due to exposures inherent in their duties. They get revaccinated if their immunity has waned.

Exhibit C: Vaccination Declination Statement (Mandatory)

An employee subject to this ATDECP who declines to accept a recommended vaccination offered by Inyo County must sign and date the following or a similar statement as required by subsection 8CCR5199(h)(5)(E):

I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring infection with _____ (name of disease or pathogen). I have been given the opportunity to be vaccinated against this disease or pathogen at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring a serious disease. If in the future I continue to have occupational exposure to aerosol transmissible diseases and want to be vaccinated, I can receive the vaccination at no charge to me.

Employee: _____ (print)
_____ (sign)
_____ (date)

RETURN FORM TO PERSONNEL AND MARK CONFIDENTIAL.

Exhibit D: Seasonal Influenza Vaccination Declination Statement (Mandatory)

An employee subject to this ATDECP who declines to accept the seasonal influenza vaccination offered by Inyo County must sign and date the following statement as required by 8CCR5199(h)(10):

I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring seasonal influenza. I have been given the opportunity to be vaccinated against this infection at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at increased risk of acquiring influenza. If, during the season for which the CDC recommends administration of the influenza vaccine, I continue to have occupational exposure to aerosol transmissible diseases and want to be vaccinated, I can receive the vaccination at no charge to me.

Employee: _____ (print)

_____ (sign)

_____ (date)

RETURN FORM TO PERSONNEL AND MARK CONFIDENTIAL.

Exhibit E: Alternative Respirator Medical Evaluation Questionnaire (Pg 1/2)

This may be used instead of the questionnaire in the County's written Respiratory Protection Program.

To the PLHCP: Answers to questions in Section 1, and to question 6 in Section 2 do not require a medical examination. Employees must be provided with a confidential means of contacting the health care professional who will review this questionnaire.

To the employee: Can you read and understand this questionnaire (circle one): Yes No

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Section 1. The following information must be provided by every employee who has been selected to use any type of respirator (please print).

- Today's date:
- Name: Job Title:
- Your age (to nearest year):
- Sex (circle one): Male Female
- Height: ft. in. Weight: lbs.
- Phone number where you can be reached (include the Area Code): ()
- The best time to phone you at this number:
- Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes No
- Check the type of respirator you will use (you can check more than one category): N, R, or P disposable respirator (filter-mask, non-cartridge type only); or other type (ex, half- or full-facepiece type, PAPR, supplied-air, SCBA).
- Have you worn a respirator (circle one): Yes No. If "yes," what type(s):

Section 2. Questions 1 through 6 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Have you ever had any of the following conditions?
 - Allergic reactions that interfere with your breathing: Yes No. What did you react to?
 - Claustrophobia (fear of closed-in places) Yes No

2. Do you currently take medication for any of the following problems?
 - Breathing or lung problems: Yes No
 - Heart trouble: Yes No
 - Nose, throat or sinuses Yes No
 - Are your problems under control with these medications? Yes No

Exhibit E: Alternative Respirator Medical Evaluation Questionnaire (Pg 2/2)

3. Do you currently have any of the following symptoms of pulmonary or lung illness?
 - Shortness of breath when walking fast on level ground or walking up a slight incline: Yes No
 - Coughing that produces phlegm (thick sputum): Yes No
 - Coughing up blood in the last month: Yes No
 - Have to stop for breath when walking at your own pace on level ground: Yes No
 - Wheezing that interferes with your job: Yes No
 - Chest pain when you breathe deeply: Yes No
 - Shortness of breath that interferes with your job: Yes No
 - Any other symptoms that you think may be related to lung problems: Yes No

4. Do you currently have any of the following cardiovascular or heart symptoms?
 - Frequent pain or tightness in your chest: Yes No
 - Pain or tightness in your chest during physical activity: Yes No
 - Pain or tightness in your chest that interferes with your job: Yes No
 - Any other symptoms that you think may be related to heart or circulation problems: Yes No

5. If you've used a respirator, have you ever had any of the following problems while respirator is being used? (If you've never used a respirator, check the following space and go to #6:___)
 - Skin allergies or rashes: Yes No
 - Anxiety: Yes No
 - General weakness or fatigue: Yes No
 - Any other problem that interferes with your use of a respirator: Yes No

6. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes No

Employee: _____ (print) _____(sign) _____(date)

PLHCP: _____ (print) _____(sign) _____(date)



County of Inyo



District Attorney

CONSENT - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Tom Hardy

SUBJECT: Victim/Witness Assistance Program Grant Acceptance

RECOMMENDED ACTION:

Request Board: A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 21 30 0140) Grant from the Governor's Office of Emergency Services for Fiscal Year 2021-2022; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County.

SUMMARY/JUSTIFICATION:

This is the (30th) thirtieth consecutive year we have applied for and been offered this grant.

For FY 21/22, the awarded grant total is \$273,322 for the grant period of October 1, 2021 through September 30, 2022. The Victim/Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangement assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area.

Service is provided to victims of all types of crime upon request, not only crimes prosecuted by the District Attorney. Contact is made in person, by letter, telephone and by field visits. The goal of the Victim/Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim.

We respectfully request your consideration of acceptance of this grant, which funds the Victim/Witness Coordinator's and the Victim Advocate's salaries and benefits at 100%. Further, we are able to fund approximately 30% of the Assistant to the District Attorney and 10% of the District Attorney Legal Secretary III salaries and benefits to save the general fund.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Board has approved this CalOES grant for the last 29 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without your Board's acceptance of the grant the project would be terminated.

OTHER AGENCY INVOLVEMENT:

Inyo Sheriff's Department, Inyo Child and Adult Protective Services, Inyo County Probation Department, Bishop Police Department, California Highway Patrol, and Wild Iris Women's Services.

FINANCING:

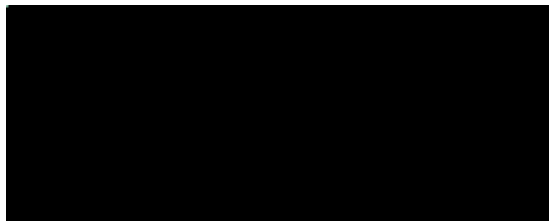
Grant amount is \$273,322. Budget Number 620421. The County expends funds and then a claim is made to the State for reimbursement quarterly.

ATTACHMENTS:

1. Approved from CalOES VW21 30 0140 - SUBAWARD

APPROVALS:

Maureen McVicker	Created/Initiated - 10/13/2021
Darcy Ellis	Approved - 10/13/2021
Maureen McVicker	Approved - 10/13/2021
Marshall Rudolph	Approved - 10/13/2021
Amy Shepherd	Approved - 10/13/2021
Tom Hardy	Final Approval - 10/13/2021



September 15, 2021

Thomas L. Hardy, Inyo County District Attorney
Inyo County
P.O. Box D
Independence, CA 93526-604

Subject: NOTIFICATION OF APPLICATION APPROVAL
Victim/Witness Assistance Program
Subaward #: VW21 30 0140, Cal OES ID: 027-00000

Dear Mr. Hardy:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$273,322, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

SPECIAL CONDITION

Grant Subaward No. VW21 30 0140 is hereby approved with the following condition:

- The 2019 VOCA Funds in the amount of \$125,000 must be expended by 7/31/22 and the **final** 2-201 must be received by Cal OES by 08/31/22.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

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

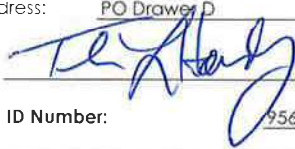
- 1. Subrecipient: County of Inyo 1a. DUNS#: 010706687 ✓
- 2. Implementing Agency: Inyo County District Attorney 2a. DUNS#: 010706687
- 3. Implementing Agency Address: 168 N. Edwards Street (PO Drawer D) Independence 93526-0604
(Street) (City) (Zip+4)
- 4. Location of Project: Independence INYO 93526-0604
(City) (County) (Zip+4)
- 5. Disaster/Program Title: Victim Witness Assistance Program 6. Performance Period: 10/1/2021 to 9/30/2022
(Start Date) (End Date)
- 7. Indirect Cost Rate: 10% de minimis Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2019	VOCA		\$125,000					\$125,000
9.	2020	VOCA		\$36,080	\$100,000 TE			\$36,080	\$130,000 TE
10.	2021	VWAO	\$17,923						\$17,923
11.	2021	VGGF	\$94,319	TE					\$94,319
12.	Select	Select							
Total Project Cost			\$112,242 \$17,923	\$161,080 \$255,000 TE	\$273,322				\$273,322

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

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

15. **Official Authorized to Sign for Subrecipient:**

Name: Thomas L. Hardy Title: Inyo County District Attorney
 Payment Mailing Address: PO Drawer D City: Independence Zip Code+4: 93526-0604
 Signature:  Date: 6-18-21
 16. Federal Employer ID Number: 956005445

(FOR Cal OES USE ONLY)

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

DocuSigned by: Mary Rucker 9/13/2021 (Date)
 DocuSigned by: Heather Carlson 9/15/2021 (Date)
 (Cal OES Fiscal Officer) (Cal OES Director or Designee)

ENY: 2021-22 Chapter: 21 SL: 18409
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: 2019-V2-GX-0053 10/01/18-09/30/22
 Fund: Federal Trust AL#: 16.575
 Program: Victim/Witness Assistance Program
 Match Req.: 20%, C/IK based on TPC - Match Waived
 Project ID: OES19VOCA000012
 SC: 2021-18409 Amount: \$125,000

DS
JH

RECEIVED
 By Tosha Enos at 2:25 pm, Jul 07, 2021

Mail log # 737686

ENY: 2021-22 Chapter: 21 SL: 18400
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: 2020-V2 -GX-0031 10/01/19-09/30/23
 Fund: Federal Trust AL#: 16.575
 Program: Victim/Witness Assistance Program
 Match Req.: 20%, C/IK based on TPC-Match Waived
 Project ID: OES20VOCA000012
 SC: 2021-18400 Amount: \$36,080

ENY: 2021-22 Chapter: 21 SL: 14019
 Item: 0690-105-0001 Pgm: 0385
 Fund: General Fund
 Program: Victim/Witness Assistance Program
 Match Req.: None
 Project ID: OES21VCGFSUPP00
 SC: 2021-14019 Amount: \$94,319

✓

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
 Mark S. Ghilarducci, Director
 3650 Schriever Avenue
 Mather, CA 95655
 (916) 845-8506 (phone)

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2019	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$266,680,824	\$256,013,591
2020	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$195,905,619	\$188,069,394
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Victim/Witness Assistance Program (VW)
- Project Description (Please type the Project Description):

The purpose of the VW Program is to maintain Victim Witness Assistance Centers (Centers), in each of California's 58 counties, to provide comprehensive services to victims and witnesses of all types of violent crime, pursuant to California Penal Code §13835.

4. Research & Development Section:

- Is this Subaward a Research & Development grant?
 Yes No



Grant Subaward Contact Information

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

1. **Grant Subaward Director:**

Name: Thomas L. Hardy Title: Inyo County District Attorney
Telephone #: 760-878-0282 Email Address: thardy@inyocounty.us
Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

2. **Financial Officer:**

Name: Amy Shepherd Title: Inyo County Auditor
Telephone #: 760-878-0343 Email Address: ashepherd@inyocounty.us
Address/City/ Zip Code (9-digit): PO Drawer R (168 N Edwards Street) Independence, CA 93526-0604

3. **Programmatic Point of Contact:**

Name: Dianna Dominguez Title: Victim Witness Project Coordinator - EMERGENCY CONTACT
Telephone #: 760-878-0299 Email Address: ddominguez@inyocounty.us
Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

4. **Financial Point of Contact:**

Name: Maureen McVicker Title: Administrative Assistant
Telephone #: 760-878-0282 Email Address: mmcvicker@inyocounty.us
Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Thomas L. Hardy Title: Inyo County District Attorney
Telephone #: 760-878-0282 Email Address: thardy@inyocounty.us
Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Thomas L. Hardy Title: Inyo County District Attorney
Telephone #: 760-878-0282 Email Address: thardy@inyocounty.us
Address/City/ Zip Code (9-digit): PO Drawer D (168 N Edwards Street) Independence, CA 93526-0604

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Jeff Griffiths Title: Chairperson, Inyo County Board of Supervisors
Telephone #: 760-937-0072 Email Address: jgriffiths@inyocounty.us
Address/City/ Zip Code (9-digit): 199 Edwards Street, Bishop, CA 93514-3303



Grant Subaward Signature Authorization

Grant Subaward #: VW21 30 0140

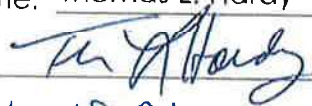
Subrecipient: County of Inyo

Implementing Agency: Inyo County District Attorney

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Thomas L. Hardy

Signature: 

Date: 6-18-21

Financial Officer:

Printed Name: Amy Shepherd

Signature: 

Date: 06/18/2021 TE

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: 

Printed Name: Maureen McVicker

Signature: 

Printed Name: Dianna Dominguez

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: 

Printed Name: Christie Martindale

Signature:  TE

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

I, Thomas L. Hardy (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds – SRH Sections 14.005

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- Subrecipient expends \$750,000 or more in federal funds annually.
- Subrecipient does not expend \$750,000 or more in federal funds annually

II. Equal Employment Opportunity – SRH Section 2.025

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requested or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law.

Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.

EEO Officer: Clint Quilter

Title: Inyo County Administrator

Address: PO Drawer N, Independence, CA 93526-0604

Telephone Number: 760-878-0292

Email Address: cquilter@inyocounty.us

III. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The State of California requires that every person or organization receiving a Grant Subaward or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – SRH Section 2.035

The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

V. Lobbying – SRH Sections 2.040 and 4.105

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – SRH Section 2.045

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than \$25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

VII. Proof of Authority from City Council/Governing Board – SRH Section 1.055

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the Subrecipient and the Official Designee. The State of California and Cal OES disclaim responsibility of

any such liability. Furthermore, it is also agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

VIII. Civil Rights Compliance – SRH Section 2.020

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Federal Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Special Conditions

1. Applicability of Part 200 Uniform Requirements

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to

the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Requirements related to System for Award Management and Universal Identifier Requirements

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity

identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020, are set out at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:
- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt

and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000 (for 2018 federal award) or \$250,000 (for 2019 & 2020 federal awards)

The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (\$150,000 [for 2018 federal award] currently, \$250,000 [for 2019 & 2020 federal awards]). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000 [for 2018 federal award] and exceed \$250,000 [for 2019 & 2020 federal

award]), and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. VOCA Requirements

The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable

requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- 1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi->

bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Grant Subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



28. Additional DOJ Awarding Agency Requirements (2018, 2019, & 2020)

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the fund.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	
Official Designee's Typed Name:	Thomas L. Hardy
Official Designee's Title:	Inyo County District Attorney
Date Executed:	6-18-21
Federal Employer ID #:	95-6005445
Federal DUNS #:	010706687
Current System for Award Management (SAM) Expiration Date:	10/02/2021
Executed in the City/County of:	Bishop/County of Inyo
AUTHORIZED BY:	
<input type="checkbox"/> City Financial Officer	<input checked="" type="checkbox"/> County Financial Officer
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> Governing Board Chair	
Signature:	
Typed Name:	Amy Shepherd
Title:	Inyo County Auditor



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County		Grant Subaward #: VW21 30 0140			
A. Personnel Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Amount Allocated
<p align="center">Salaries:</p> <p>Victim Witness Project Coordinator 100% \$5,424 X 12 months = \$65,088</p> <p>(19VOCA federal funds will be spent prior to 21VCGF state funds to ensure funding throughout the entire performance period)</p>	\$48,816	\$8,419		\$7,853	\$65,088
<p>Mass Victimization Advocate 100% \$4,177 X 12 months = \$50,124</p>	\$37,593	\$12,531			\$50,124
<p>Legal Secretary (1st point of contact) 10% \$5,368 X 12 = \$64,416 X 10% = \$6,642</p>	\$4,981	\$1,661			\$6,642
<p>Administrative Assistant (Fiscal) 30% \$6,193 X 12 = \$74,316 X 30% = \$22,295</p>	\$16,721	\$5,574			\$22,295
<p>Misc Overtime for staff for weekend travel, fairs, etc \$333 x 12 = \$3,996</p>	\$2,997	\$999			\$3,996
<p align="center">Benefits:</p> <p>Victim Witness Project Coordinator 100% 18% X \$65,088 = \$11,716</p> <p>Benefits include FICA, Medicare, PERS, CDI</p> <p>Medical/Dental/Vision/Life Insurance: \$706 X 12 months = \$8,472</p> <p>Misc. County Benefits \$600</p> <p>Total: \$20,788</p>	\$13,892	\$6,896			\$20,788
<p>Mass Victimization Advocate 100% 18% x \$50,124 = \$9,022</p>					



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County		Grant Subaward #: VW21 30 0140			
A. Personnel Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Amount Allocated
Benefits include FICA, Medicare, PERS, CDI Medical/Dental/Vision/Life Insurance: \$1,708 X 12 months = \$20,496 Misc. County Benefits \$500 Total: \$30,018				\$30,018	\$30,018
Legal Secretary (1st point of contact) 10% 28% x \$64,416 = \$18,036 x 10%= \$1,804 Benefits include FICA, Medicare, PERS, CDI Medical/Dental/Vision/Life Insurance: \$679 X 12 months = \$8,148 x 10% = \$815 Total: \$2,619				\$2,619	\$2,619
Administrative Assistant (Fiscal) 30% 26% X \$74,316 = \$19,322 x 30% = \$5,797 Benefits include FICA, Medicare, PERS, CDI Medical/Dental/Vision/Life Insurance: \$1,338 X 12 months = \$16,056 x 30% = \$4,817 Misc. County Benefits \$569 x 30% = \$171 Total: \$10,785				\$10,785	\$10,785
CALPERS Unfunded Liability \$1,285 x 12 = \$15,420			\$11,438	\$3,982	\$15,420



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County				Grant Subaward #: VW21 30 0140	
A. Personnel Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Amount Allocated
Personnel Costs Fund Source Totals	✓ \$125,000	✓ \$36,080	✓ \$11,438	✓ \$55,257	✓ \$227,775
PERSONNEL COSTS CATEGORY TOTAL					\$227,775

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County		Grant Subaward #: VW21 30 0140			
B. Operating Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Amount Allocated
lpad service \$40 per month x 12 months = \$480			\$360	\$120	\$480
Cell phone service \$55 per month x 12 months = \$660			\$495	\$165	\$660
Utilities \$70 per month x 12 months = \$840			\$630	\$210	\$840
Indirect - MTDC ^{155 eg} \$248,578 x 10% = ⁸¹⁶ \$24,857 (only charging \$24,744) with \$12,3762 allocated to MVA ^{eg}			\$3,000	\$21,744	\$24,744
Misc. general office supplies including printer cartridges, copy/postage charges, business cards, misc printing of brochures, resource guides (English/Spanish) \$516.33 per month x 12 months = \$6,196			\$2,000	\$4,196	\$6,196
Travel to various presentations/training/meetings and transportation of victims to court and trials 340 miles per month x 0.56 = \$190 x 12 months = \$2,280				\$2,280	\$2,280



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County		Grant Subaward #: VW21 30 0140			
B. Operating Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Amount Allocated
Out of state travel to St. Louis, MO for 2 employees training on case management system (Karpel) Please see Out of State Request for details. <i>sg</i>				\$2,861	\$2,861
MVA Operating costs: MVA Ipad service \$40 per month x 12 months = \$480				\$480	\$480
MVA cell phone service \$60 per month x 12 months = \$720				\$720	\$720
MVA emergency fund: go bags, food, meals, motels, travel and basic needs at \$133 per month x 12 months = \$1,596				\$1,596	\$1,596
MVA office furniture				\$500	\$500
MVA misc general office supplies, business cards, printing of brochures, resource guides, \$132.66 per month x 12 months = \$1,592				\$1,592	\$1,592
MVA travel to various TBD presentations, trainings, meetings. 75 miles/month x .56 = \$42 per month x 12 months = \$504				\$504	\$504



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Inyo County			Grant Subaward #: VW21 30 0140		
B. Operating Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Amount Allocated
MVA basic training Sacramento - free registration. Lodging 3 nights @ \$125 = \$375, per diem 4 days @ \$66 = \$264, mileage 550 miles at 0.56 = \$308, parking 4 days @ \$25 = \$100 TOTAL \$1,047				\$1,047	\$1,047
MVA basic training Sacramento - free registration. Lodging 3 nights @ \$125 = \$375, per diem 4 days @ \$66 = \$264, mileage 550 miles at 0.56 = \$308, parking 4 days @ \$25 = \$100 TOTAL \$1,047				\$1,047	\$1,047
Operating Costs Fund Source Totals	✓	✓	✓ \$6,485	✓ \$39,062	✓ \$45,547
OPERATING COSTS CATEGORY TOTAL					\$45,547

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Grant Subaward Budget Pages
Multiple Fund Sources

			Grant Subaward #: VW21 30 0140		
C. Equipment Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Amount Allocated
None.					
Equipment Costs Fund Source Totals					
EQUIPMENT COSTS CATEGORY TOTAL					

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Project Cost
Fund Source Totals	✓ \$125,000	✓ \$36,080	✓ \$17,923	✓ \$94,319	✓ \$273,322

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VSPS Budget Summary Report

VW21 Victim/Witness Assistance Program

Inyo County

Victim Witness Assistance Program

Subaward #: VW21 30 0140

Performance Period: 10/01/21 - 09/30/22

Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	19VOCA	125,000	0	125,000	0	125,000
F	20VOCA	36,080	0	36,080	0	36,080
S	21VCGF	55,257	0	55,257	0	55,257
S	21VWA0	11,438	0	11,438	0	11,438
Total A. Personal Services - Salaries/Employee Benefits:		227,775	0	227,775	0	227,775

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	19VOCA	0	0	0	0	0
F	20VOCA	0	0	0	0	0
S	21VCGF	39,062	0	39,062	0	39,062
S	21VWA0	6,485	0	6,485	0	6,485
Total B. Operating Expenses:		45,547	0	45,547	0	45,547

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	19VOCA	0	0	0	0	0
F	20VOCA	0	0	0	0	0
S	21VCGF	0	0	0	0	0
S	21VWA0	0	0	0	0	0
Total C. Equipment:		0	0	0	0	0

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

09/15/21

VSPS Budget Summary Report

VW21 Victim/Witness Assistance Program	Subaward #: VW21 30 0140				
Inyo County	Performance Period: 10/01/21 - 09/30/22				
Victim Witness Assistance Program	Latest Request: , Not Final 201				
	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	273,322	0	273,322	0	273,322
Total Project Cost:	273,322	0	273,322	0	273,322

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

09/15/21



Grant Subaward Budget Narrative

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

Inyo County Victim Witness Assistance Program proposed budget supports stated objectives and activities for the Fiscal Year Grant 2021/2022 by providing funding for staff salaries and benefits, cellular telephone, travel, victim emergency funds, office supplies, and administrative support to carry out those goals and objectives.

Funds are allocated to actual line staff costs and provisions for services. This year we are requesting 10% of our Support Staff/Legal Secretary (first point of contact) and 30% of our Administrative Assistant to the District Attorney for all fiscal/grant duties. Functional time sheets are logged by Support Staff/Legal Secretary (first point of contact) and the Administrative Assistant to the District Attorney (fiscal/grant duties). The Inyo County District Attorney is absorbing rent for both the Bishop and Independence Inyo County Victim Witness offices.

Current staff meets all CalOES educational requirements and standards. The Victim Witness Coordinator continues to attend trainings and conferences as allowed under current pandemic restrictions. We anticipate a return to “live” trainings during the grant period.

Project staff prioritizes time commitments to provide direct services to victims of crime, to meet and hopefully exceed state objectives and activities.



Grant Subaward Budget Narrative

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

The Inyo County Victim Witness Program has elected to pursue the optional Mass Victimization Advocate funding. We have created a new position in the program, directed primarily towards the objectives of the Mass Victimization program. The new advocate is receiving the required specialized training and will substantially increase our abilities to respond to any mass victimization incidents as well as support for traditional victim advocate services.

The Inyo County Victim Witness Program does not require subcontracts and does not anticipate any unusual expenditures in the upcoming fiscal grant year.

The Personal Services of the budget pages provide for Salary and Benefits under Inyo County's Memorandum of Understanding for Miscellaneous employees which include PERS retirement, taxes, group insurance including medical, dental, vision, and life insurance along with Bilingual pay for the Victim Witness Coordinator who is fluent in Spanish.

The Victim Witness Coordinator and Mass Victimization Advocate are available to Victims and Witnesses 100% of the time should the client require immediate services. Client contact logs are continually updated for documentation of services. Project staff continues to provide mandatory and



Grant Subaward Budget Narrative

Grant Subaward #: VW21 30 01 40

Subrecipient: County of Inyo

optional services to clients of all crime types, as determined through evaluation of each client's needs.

Our Victim Witness Coordinator has been employed with the Inyo County Victim Witness Assistance Program since November, 2014. She is bilingual, fluent in Spanish, and has an extensive cultural background in the Hispanic community. She has attended the CDAA Entry Level Victim Witness Training along with the California Sexual Assault Investigator's Association training, Beyond the Basics – An Examination of Emerging Issues, and the NCVIC Civil Justice of Victims of Crime in California.

During Fiscal Year 2020/2021, "in person" training was generally not available due to the Covid-19 pandemic. In November, 2020, she attended a virtual 3-day training with the National Institute of Training, in connection with the National Center for Victims of Crime.

Our Mass Victimization Advocate came on-board on June 13, 2019, and has attended the California Victim Witness Advocate Academy in San Diego. She was scheduled to attend the California Victim Services Summit-Mass Casualty Crime Response in July 2020, but due to COVID-19, it was cancelled. She will attend this training as soon as convenient when it is again available. In



Grant Subaward Budget Narrative

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

November, 2020, she attended a virtual 3-day training with the National Institute of Training, in connection with the National Center for Victims of Crime.

Additionally, our current Mass Victimization Advocate is an enrolled member of the Bishop Paiute Tribe and has provided new abilities to assist Tribal members and Native Americans throughout Inyo County.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

Performance History/Problem Statement

Inyo County Victim/Witness Assistance Center is prosecution based and is the agency responsible for implementing services to victims of all types of crime in Inyo County. These services are designed to help reduce the trauma experienced by victims of criminal acts pursuant to Penal Code Section 13835.

The Inyo County program has two office locations, one in Bishop and the other is located in Independence, which is the county seat and forty-five (45) miles south of Bishop. The Victim/Witness Project Coordinator is a full time position, responsible for both the Northern and Southern ends of the county. Inyo County is the second largest county in the state geographically encompassing over 10,000 square miles. Problems unique to this project are related to the relatively small population spread over the vast geographic area of Inyo County. Providing services to Victims and Witnesses in the most remote locations of Inyo County is our greatest challenge.

The Native American and Hispanic communities continue to be underserved populations. Domestic Violence victims continue to make up a large percentage of crime victims in these communities and Victim/Witness continues to work closely with the local Domestic Violence program.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

Additionally, the Bishop Paiute Tribe (a federally recognized tribe whose tribal lands are located adjacent to the City of Bishop in Inyo County) have implemented a domestic violence prevention and intervention program for Tribal residents known as "RAVE". This projects works closely with and coordinates services with RAVE.

The Project Coordinator participates in several collaborative groups; Domestic Violence, Death Review, Child Abuse, Sexual Assault, and Emergency Preparedness. These invaluable collaborations allow us to offer a higher level of services to our clients.

Implementation

Inyo County Victim/Witness provides comprehensive services to victims of all crime types, while concentrating services on victims of the most serious cases likely to result in trauma to the victim or the victim's family. A staff dedicated to the necessity of compassionate and comprehensive services achieves this goal by closely following grant guidelines and project policy. The Victim/Witness mission is to encourage and support victims and witnesses of crime to help overcome the effects of crime, self-empowerment as they move through the process and ultimately be able to return to their lives and families. The California



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

Penal Code mandates services provided to victims of crimes and this program tailors those services to meet the needs specific to Inyo County clients.

Operational Agreements are in place with Inyo County Sheriff, Bishop Police Department, California Highway Patrol, Inyo County Probation Department and Wild Iris Family Counseling and Crisis Center. During non-Pandemic years, training and presentations are offered to the local schools, law enforcement, Wild Iris Crisis Family Counseling and Crisis Center and Community Groups. Participation on the Domestic Violence Council, Domestic Violence and Child Death Review Team, Addiction Task Force Committee and Sexual Assault Response Team (SART) help to nurture close working networks between service providers and victim advocates.

Services are provided to special need clients through referrals to local resources available in the community. Field visits are provided to clients when appropriate and safe. Accommodations are made to facilitate access to the office and the courts for disabled clients, including coordination of the use of the handicapped accessible courtroom on the ground level of the historic courthouse. Elderly clients may be visited at home for interviews. Transportation assistance is also provided when needed. Project works closely with Adult



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 30 01 40

Subrecipient: County of Inyo

Protective Services when a client is referred for services or project staff obtains an Elder Abuse Restraining Order. Contact information is available in the office for a certified interpreter for hearing impaired clients. Advocates will problem solve to meet the special needs of clients to the best of their ability or to the limit available in the community. Volunteer staff augments delivery of victim service by providing support and clerical services on a supervised basis as available and needed.

The program utilizes translators when available, but the Victim Project Coordinator handles direct services to Spanish speaking victims, as she is bilingual. The court has Spanish speaking translators available at no cost to this project for assistance in the preparation of Domestic violence Restraining Orders and at Temporary Restraining Order hearings for Spanish speaking clients. A list of community translators is maintained by the project.

Referrals to project are received from multiple sources including: Law Enforcement Officers, District Attorney staff attorneys, District Attorney staff legal secretaries, Family Law Facilitator and community agencies including Child Protective Services, Adult Protective Services, and Wild Iris Family Counseling and Crisis Center. Additional referrals come from mental health providers,



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

substance abuse providers and prior clients. Close working relationships with service providers and other agencies are a priority. Operational agreements include training and meeting schedules with establish effective relationships. Participation in many multidisciplinary committees also fosters those relationships.

ORGANIZATIONAL CHART

Inyo County Board of Supervisors

Inyo County District Attorney/ Project Coordination – Thomas L. Hardy

Inyo County Sr. Deputy District Attorney – Dana Crom

Inyo County Sr. Deputy District Attorney – David Christensen

Administrative Legal Secretary/Fiscal – Maureen McVicker

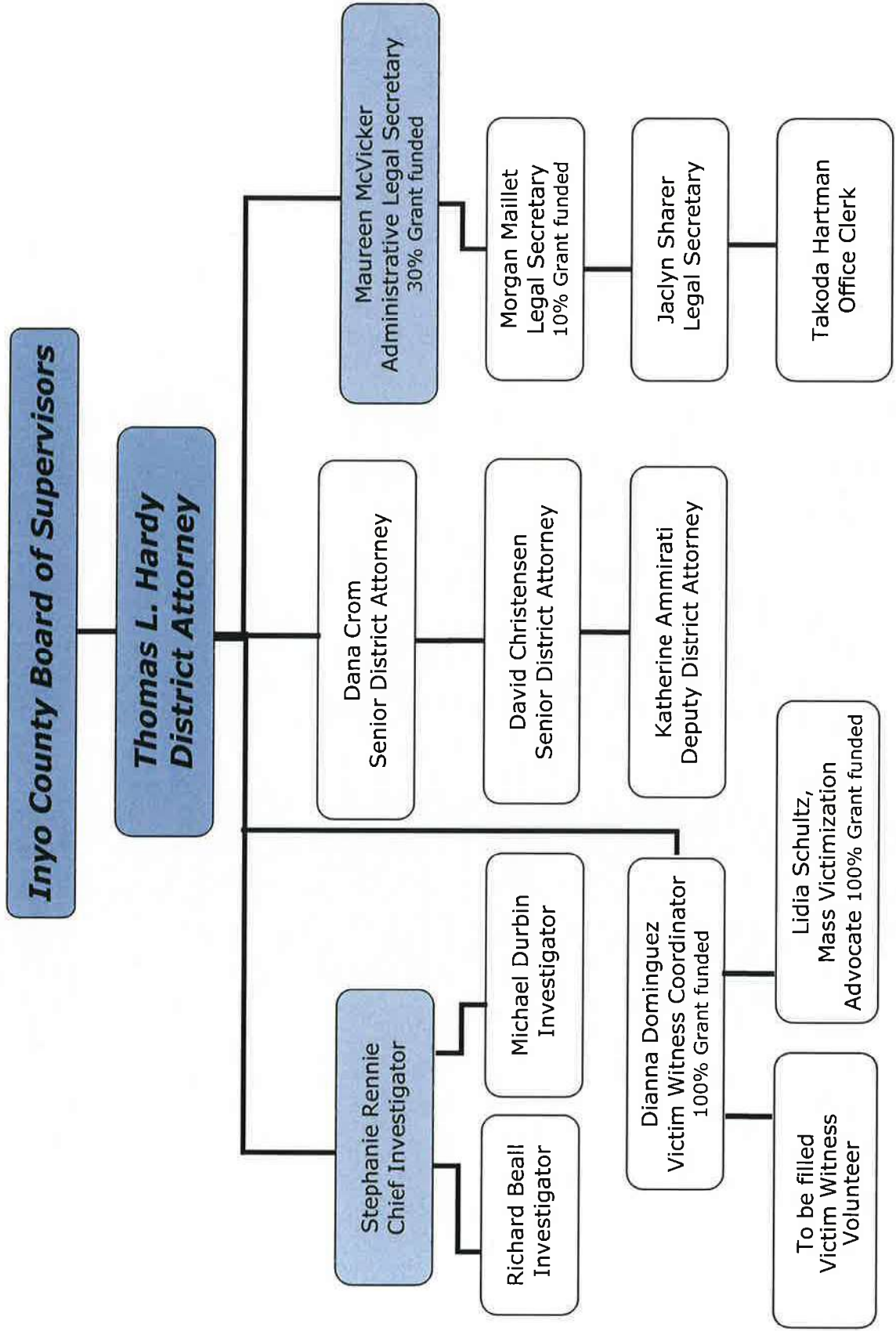
Legal Secretary/First Point of Contact – Morgan Maillet

Inyo County Project Victim/Witness Project Coordinator – Dianna Dominguez

Inyo County Mass Victimization Advocate – Lidia Schultz

Volunteer(s) – continue to seek additional volunteers

INYO COUNTY DISTRICT ATTORNEY





Operational Agreement Summary

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Bishop Police Department	06/18/2021	06/30/21 to 06/30/24
2. California Highway Patrol	06/18/2021	06/30/21 to 06/30/24
3. Inyo County Probation Department	06/18/2021	06/30/21 to 06/30/24
4. Inyo County Sheriff's Department	06/18/2021	06/30/21 to 06/30/24
5. Wild Iris-Domestic Violence, SA, Child Abuse	04/15/2021	05/01/21 to 04/30/24
6. _____		_____ to _____
7. _____		_____ to _____
8. _____		_____ to _____
9. _____		_____ to _____
10. _____		_____ to _____
11. _____		_____ to _____
12. _____		_____ to _____
13. _____		_____ to _____
14. _____		_____ to _____
15. _____		_____ to _____
16. _____		_____ to _____
17. _____		_____ to _____
18. _____		_____ to _____
19. _____		_____ to _____
20. _____		_____ to _____

OPERATIONAL AGREEMENT


This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and Bishop Police Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with Bishop Police Department through:

- Program staff being readily available to Bishop Police Department for service provision through mutual cooperation and service provision to victims of crime.
- Meetings yearly between Victim/Witness Advocacy staff and Bishop Police Department Officers and Dispatchers.
 - ❖ Specifically: Yearly training, meetings with SART, and meetings with Domestic Violence Council.
- Victim/Witness staff and Bishop Police Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

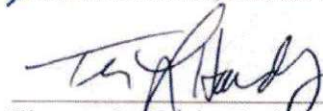
We, the undersigned, as authorized representative of Bishop Police Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2024.

For Bishop Police Department:

 #451
Joshua Ellsworth, Interim Police Chief

6/28/2021
Date

For Inyo County Victim/Witness Assistance Program:


Thomas L. Hardy, Project Coordinator

6-18-21
Date

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and the California Highway Patrol intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the California Highway Patrol through:

- Program staff being readily available to the California Highway Patrol for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly between Victim/Witness Advocacy staff and the California Highway Patrol.
 - ❖ Specifically: Yearly joint training
- Victim/Witness staff and the California Highway Patrol staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representative of the California Highway Patrol and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2024.

For California Highway Patrol:



Terry Lowther, Captain

6/21/21
Date

For Inyo County Victim/Witness Assistance Program:



Thomas L. Hardy, Project Coordinator

6-18-21
Date

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and the Inyo County Probation Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the Inyo County Probation Department through:

- Program staff being readily available to Inyo County Probation Department for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly, and six times a year generally, between Victim/Witness Advocacy staff and Inyo County Probation Department staff on the Domestic Violence Council.
 - ❖ Specifically: Yearly training for staff, and meetings with Domestic Violence Council members.
- Victim/Witness staff and Inyo County Probation Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representative of Inyo County Probation Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2024.

For Inyo County Probation
Department:


Jeff Thomson, Chief Probation Officer

6/22/21
Date

For Inyo County Victim/Witness
Assistance Program:


Thomas V. Hardy, Project Coordinator

6-18-21
Date

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and Inyo County Sheriff's Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that implementation of the proposal, as described herein will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the Inyo County Sheriff's Department through:

- Program staff being readily available to the Inyo County Sheriff's Department for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly between Victim/Witness Advocacy staff and Inyo County Sheriff's Department personnel.
 - ❖ Specifically: yearly training, meetings with SART, and meetings with Domestic Violence Council.
- Victim/Witness staff and Inyo County Sheriff's Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representatives of Inyo County Sheriff's Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2024.

For Inyo County Sheriff:



Jeff Hollowell, Sheriff

JUNE 22, 2021
Date

For Inyo County Victim/Witness Assistance Program:



Thomas L. Hardy, Project Coordinator

6-18-21
Date



wild iris

FAMILY COUNSELING & CRISIS CENTER

www.wild-iris.org

Operational Agreement

This Operational Agreement stands as evidence that Wild Iris Family Counseling & Crisis Center (Wild Iris) and Inyo County District Attorney serving Inyo County, intend to work toward the mutual goal for providing maximum available assistance for those affected by domestic violence and sexual assault. Each agency agrees to participate in the program by providing the following services for **May 1, 2021 through April 30, 2024**.

Wild Iris agrees to:

- Ensure that crisis counseling staff and volunteers will be readily available to provide supportive services to survivors of domestic violence and sexual assault. These services shall be provided through Wild Iris's 24-hour crisis hotline and direct request during regular business hours. Services may include but are not limited to: immediate crisis intervention; emergency safe haven; individual and group counseling; advocacy and accompaniment to legal, medical, and social service appointments, law enforcement interviews and other agencies as appropriate; parenting and co-parenting classes, emergency food, clothing and transportation.
- Provide in-service training and community awareness about Wild Iris and its services, at the request for said agency.
- Work together on task force(s) in order to ensure compassionate, effective and complete response to survivors.
- Work together on task force(s) and other community outreach programs to enhance community education and outreach for increased project awareness.
- At the request of the victim, coordinate services to victims when appropriate to avoid overlap, duplication, and gaps in services.

Inyo County District Attorney agrees to:

- Refer all domestic violence and sexual assault survivors to Wild Iris as appropriate.
- Assist with transportation of victims (as needed) to a place of safety.
- At the request of the victim, Wild Iris staff/volunteer may be allowed to be present at interviews to provide support to victims.
- Work together on task force(s) in order to ensure compassionate, effective, and complete response to victims.
- Work together on task force(s) and other community outreach programs to enhance community education and outreach for increased project awareness.
- Coordinate services to victims to avoid overlap, duplication, and gaps in services.
- Make available to staff opportunities to receive domestic violence/sexual assault education from Wild Iris staff/volunteers.
- Make available to Wild Iris staff/volunteers training on your agency's procedures & policies regarding domestic violence/sexual assault victims/survivors, and services and resources available for clients when asked.
- Accept referrals from Wild Iris staff/volunteers, with client's permission, for appropriate services from your agency.
- Provide those services as appropriate to the needs of the client.

We, the undersigned, as authorized representatives of Wild Iris and Inyo County District Attorney hereby approves this document.

For Wild Iris:



Date 4/20/2021

Matthew O'Connor
Executive Director

For Inyo County District Attorney:



Date 4-15-2021

Thomas Hardy
District Attorney



Out-of-State Travel Request

Grant Subaward #: VW21 30 140

Subrecipient: County of Inyo

Traveler(s): Dianna Dominguez and Maureen McVicker

Travel Dates: 04/03/2022 to 04/08/2022 Destination: St. Louis, MO

Purpose of Trip: Attend Annual Case Mangement System Training - Karpel Solutions 2022 National Users Group

- Conference/training not available in California - Attach brochures or registration information
- Victim advocacy
- Other - Attach any applicable documentation

Justification: .

Train 2 staff members: Administrative Assistant/Fiscal to operate the case management system more efficiently and learn additional parts of the system. Request Grant pay for 30% of her travel expenses. Victim Witness Coordinator to train in the system's ability to keep statistics for Grant reporting and better utilize the case management system. Request the Grant pay for 100% of her travel expenses.

I hereby certify that the out of state travel is necessary for the accomplishment of the Grant Subaward.

Thomas L. Hardy
Grant Subaward Director Name

Thomas L. Hardy
Grant Subaward Director Signature

6-28-2021
Date

Cal OES Approval

Approved Denied

Tosha Enos
Program Specialist Signature

08/19/2021
Date

Approved Denied

Suzanne Trace
Unit Chief Signature

8/19/2021
Date



Out-of-State Travel Request
Cost Worksheet

Grant Subaward #: VW21 30 140

Subrecipient: County of Inyo

ESTIMATED COSTS FOR ALL TRAVELERS

Airfare: $\frac{1.3}{\text{Travelers}} \times \$\frac{500}{\text{airfare}} = \$\frac{650}{\text{airfare}}$

Rental Car: $\frac{\text{Car}}{\text{Car}} \times \$\frac{\text{daily rate}}{\text{daily rate}} \times \frac{\text{days}}{\text{days}} = \$\frac{0}{\text{daily rate}}$

Mileage: $\frac{\$0.56}{\text{Mileage rate}} / \text{mile} \times \frac{555}{\text{miles}} = \$\frac{310.8}{\text{miles}}$

Parking: = \$40

Ground Transportation (i.e., Taxi, Uber, Shuttle, etc.): = \$0

Lodging: $\frac{1.5 \text{ } 1.3}{\text{Travelers}} \times \$\frac{140.77}{\text{daily rate}} \times \frac{5}{\text{days}} = \$\frac{912.75 \text{ } 915}{\text{daily rate}}$

Per Diem: $\frac{1.3}{\text{Travelers}} \times \$\frac{66 \text{ } 65}{\text{daily rate}} \times \frac{5}{\text{days}} = \$\frac{429 \text{ } 423}{\text{daily rate}}$

Other Costs: Description: Cost: = \$522

Shuttle _____ 99.00

Registration fees _____ 423.00

TOTAL COST NOT TO EXCEED: = ~~\$2,865~~ 2,861

THOMAS L. HARDY
District Attorney



Independence:
P.O. Drawer D
Independence, CA 93526
760 878-0282 Fax 760 878-2383

County of Inyo
DISTRICT ATTORNEY

June 18, 2021

California Governor's Office of Emergency Services
Victim Witness Assistance Program
3650 Schriever Avenue
Mather, CA 95655

Re: VW21 30 0140 Inyo County – Volunteer Waiver

While we continue to look for Volunteers, we have been unable to recruit Volunteers for our Victim Witness Assistance Program in the past. We do not anticipate any change in the ability to recruit Volunteers, due to the small population in our remote community.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Tom Hardy", is written over the words "Very truly yours,".

Thomas L. Hardy
Inyo County District Attorney



Volunteer Waiver Request

Grant Subaward #: VW21 30 0140

Subrecipient: Inyo County

Justification:

While we continue to look for Volunteers, we have been unable to recruit Volunteers for our Victim Witness Assistance Program in the past. We do not anticipate any change in the ability to recruit volunteers, due to the small population in our remote community.

Cal OES Approval

Approved Denied

Tosha Enos
Program Specialist Signature

08/10/21
Date

Approved Denied

Susan Grace
Unit Chief Signature

8/19/2021
Date

VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE FORMULA GRANT PROGRAM
MATCH WAIVER REQUEST

Cal OES Subrecipients may request a partial or full match waiver. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. VOCA Victim Assistance Formula Grant Program Award Number: 2019-V2-GX-0053
2. Cal OES Subaward Number: VW21 30 0140
3. Subrecipient's Name: Inyo County
4. Grant Subaward Performance Period October 1, 2021 through September 30, 2022
5. VOCA Victim Assistance Funds Awarded: \$ 125,000
6. Amount of Cash Match Proposed (post-Match Waiver): \$ 0
7. Amount of In-kind Match Proposed (post-Match Waiver): \$ 0
8. Total Amount of Match Proposed (sum of #6 and #7): \$ 0
9. Briefly summarize the services provided:
The program provides direct services to victims designed to reduce trauma related to being a victim, including referral to community-based resources, access to State Victims of Crime program compensation, orientation to the criminal justice system, court escort and support, case status updates, restitution assistance, victim impact.
10. Describe practical and/or logistical obstacles to providing match:
We are a very large geographically sized county (10,227 square miles) with only 1 Victim Witness Coordinator and 1 Victim Witness Advocate handling the victims. There is no additional money in Inyo County's General Fund for the match amount. Our remote location and small population makes it virtually impossible to recruit interns or other volunteers. This would be a burden on Inyo County and would put our Victim Witness program at risk.
11. Describe any local resource constraints to providing match:
The County is anticipating significant reductions in all revenue sources due to reduced tax collections across the board. While the exact amount is not known at this time, we are anticipating that we will be struggling to continue to provide County services at current levels. The COVID-19 pandemic has also caused limitations on our services.

Approved

Denied

Susan Grace
Unit Chief Name


6/3/2021
Unit Chief Signature / Date

VICTIMS OF CRIME ACT [VOCA] VICTIM ASSISTANCE FORMULA GRANT PROGRAM
MATCH WAIVER REQUEST

Cal OES Subrecipients may request a partial or full match waiver. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. VOCA Victim Assistance Formula Grant Program Award Number: 2020-V2-GX-0031
2. Cal OES Subaward Number: VW21300140
3. Subrecipient's Name: INYO COUNTY
4. Grant Subaward Performance Period October 1, 2021 through September 30, 2022
5. VOCA Victim Assistance Funds Awarded: \$ 36,080
6. Amount of Cash Match Proposed [post-Match Waiver): \$ 0
7. Amount of In-kind Match Proposed [post-Match Waiver): \$ 0
8. Total Amount of Match Proposed (sum of #6 and #7): \$ 0
9. Briefly summarize the services provided:

The program provides direct services to victims designed to reduce trauma related to being a victim, including referral to community-based resources, access to State Victims of Crime program compensation, orientation to the criminal justice system, court escort and support, case status updates, restitution assistance, victim impact.

10. Describe practical and/or logistical obstacles to providing match:

We are a very large geographically sized county (10,227 square miles) with only 1 Victim Witness Coordinator and 1 Victim Witness Advocate handling the victims. There is no additional money in Inyo County's General Fund for the match amount. Our remote location and small population makes it virtually impossible to recruit interns or other volunteers. This would be a burden on Inyo County and would put our Victim Witness program at risk.

11. Describe any local resource constraints to providing match:

The County is anticipating significant reductions in all revenue sources due to reduced tax collections across the board. While the exact amount is not known at this time, we are anticipating that we will be struggling to continue to provide County services at current levels. The COVID-19 pandemic has also caused limitations on our services.

Approved

Susan Grace

 7/14/2021

Denied

Unit Chief Name

Unit Chief Signature / Date

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient County of Inyo **Duns#** 010706687 **FIPS#** 027-00000 *TE*
Disaster/Program Title: Victim Witness Assistance Program
Performance Period: 10/01/21 to 09/30/22 **Subaward Amount Requested:** \$ 273,322
Type of Non-Federal Entity (Check Box): State Gov. Local Gov. JPA Non-Profit Tribe

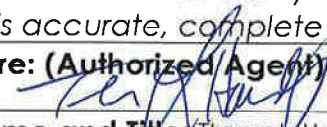
Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	3-5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	3-5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 273,322
5. Are individual staff members assigned to work on multiple grants?	No
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent) 	Date: <u>6-18-21</u>
Print Name and Title: <u>Thomas L. Hardy, District Attorney</u>	Phone Number: <u>760-878-0282</u>
Cal OES Staff Only: SUBAWARD # <u>VW21 30 0140</u>	

TE



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: VW21 30 0140

Subrecipient: County of Inyo

1. County or Counties Served:
Inyo County

County where principal office is located: Inyo

2. U.S. Congressional District(s) Served:
8th

U.S. Congressional District where principal office is located: 8th

3. State Assembly District(s) Served:
26th

State Assembly District where principal office is located: 26th

4. State Senate District(s) Served:
8th

State Senate District where principal office is located: 8th

5. Population of Service Area: 18,000



County of Inyo



Environmental Health

CONSENT - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Jerry Oser

SUBJECT: Approve Amendment #2 to the contract between the County of Inyo and the California Association of Environmental Health Administrators

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the contract between the County of Inyo and the California Association of Environmental Health Administrators (CAEHA), extending the contract end date to June 30, 2022, and changing the language to include flexible staffing approved by the Environmental Health Director, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This amendment will extend the contract through June 30, 2022, and adds language to allow the Environmental Health Director to approve flexibility in the staff assigned to this program. The continuation of the contract through the end of the fiscal year will allow the continuation of the work to provide program inspections required in Environmental Health.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board approved the original contract at the January 21, 2021 Board of Supervisors Meeting, and Amendment #1 at the July 6, 2021 Board of Supervisors Meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment, however this is not advised as the services provided by the contractor are vital at this time.

OTHER AGENCY INVOLVEMENT:

Personnel, County Administrator's Office

FINANCING:

Funding for this contract is included in the Fiscal Year 2021-2022 Environmental Health Budget #045400 in the Professional Services object code #5265.

ATTACHMENTS:

1. Amendment 2 CAEHA Contract
2. CAEHA Original Contract
3. Amendment 1 CAEHA Contract

APPROVALS:

Denelle Carrington
Darcy Ellis
Jerry Oser
Marshall Rudolph
Amy Shepherd
Sue Dishion

Created/Initiated - 10/18/2021
Approved - 10/18/2021
Approved - 10/18/2021
Approved - 10/18/2021
Approved - 10/18/2021
Final Approval - 10/18/2021

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and California Association of Environmental Health Administrators (CAEHA), of Cameron Park, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide contractor services dated January 26, 2021 and July 6, 2021, for the term from January 1, 2021 to December 31, 2021.

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 Paragraph 1., 4. B., 4. D., Paragraph 9, and Appendix A. of said Agreement as follows:

1. TERM

The term of this Agreement shall commence on January 1, 2021 and shall terminate June 30, 2022.

4. COMPENSATION.

B. Contractor shall be paid \$106.09 per hour for approved staff. Staff will work on a flexible schedule approved by the County approximately two weeks per staff per month. No overtime has been approved by the County. Contractor shall invoice County for work performed by the 15th of each month with summary of time worked.

D. If County requests travel than mileage to be reimbursed by County at current IRS Rate. Mileage will be reimbursed for approved staff from their current residence.

9. ASSIGNMENT

This Agreement is for the professional services of Contractor and for all approved Contractor's employees, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

APPENDIX A

**Scope of Work
Registered Environmental Health Services
Part time for Approved Staff**

Third paragraph – The term would be until contract expires, utilized by approved staff

All other provisions of the Agreement remain unchanged.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
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: *Sheryl Baldwin*
Signature

SHERYL BALDWIN
Type or Print

Dated: 10-13-2021

APPROVED AS TO FORM AND LEGALITY

Diane Chuchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

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 26th day of January 2021 an order was duly made and entered as follows:

*Environmental
Health – CAEHA
Contract*

Moved by Supervisor Totheroh and seconded by Supervisor Pucci to ratify and approve the contract between the County of Inyo and the California Association of Environmental Health Administrators for the term ending June 30, 2021 in amount not to exceed \$80,000, contingent upon appropriate signatures, and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of January, 2021

Routing
CC Purchasing Personnel X Auditor CAO: Other: Environmental Health DATE: February 4, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter", written over a horizontal line.

By: _____



County of Inyo



Environmental Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 26, 2021

FROM:

SUBJECT: Approve contract with the California Association of Environmental Health Administrators in an amount not to exceed \$80,000

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and the California Association of Environmental Health Administrators for the term ending June 30, 2021 in amount not to exceed \$80,000, contingent upon appropriate signatures, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This contract will allow for the department to have a contract person to work at a high level to provide REHS services to address a backlog of inspections at the Director's discretion. This contract will provide general program inspection (Foods, Pools, Body Art, Solid Waste). This contract will also provide as needed expert guidance to the Department Head.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve the contract and direct staff to re-negotiate terms.

OTHER AGENCY INVOLVEMENT:

Personnel, County Administrator's Office

FINANCING:

This contract is budgeted in the Environmental Health Budget (045400) in Professional Services (5265). Mid-Year adjustments have been made to accommodate this contract amount.

ATTACHMENTS:

1. CAEHA INYO Contract January - June 30 2021

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 1/19/2021
Approved - 1/19/2021

Sue Dishion
Marshall Rudolph
Amy Shepherd

Approved - 1/19/2021
Approved - 1/19/2021
Final Approval - 1/20/2021

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF INYO AND CALIFORNIA ASSOCIATION OF
ENVIRONMENTAL HEALTH ADMINISTRATORS

THIS AGREEMENT is made this __1st__ day of January 2021, by and between the COUNTY OF INYO, a political subdivision of the State of California (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA),(hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on January __1__, 2021, and shall terminate June 30, 2021.

2. **PROJECT**

County requests Contractor to work on a Flex schedule to perform duties as a *Registered Environmental Health Specialist* with duties and responsibilities as outlined in Appendix A Scope of Work. Unless otherwise approved by the County, Contractor shall provide part time services through its employee, Jerry Sipe and James Goodloe.

3. **DUTIES**

- A. Contractor, under the direction of the Health and Human Services Agency Director and/or her designee, shall have general responsibility providing services identified in Appendix A: Director of Environmental Health.
- B. Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage by assignment projects which are highly complex and difficult in nature.

4. **COMPENSATION**

- A. Contractor shall be paid \$134.38 per hour for Walt Kruse. County has requested support as needed. No overtime has been approved. Contractor shall invoice County for work performed by the 15th of each month with summary of time worked.
- B. Contractor shall be paid \$106.09 per hour for Jerry Sipe and James Goodloe. Staff will work on a flexible schedule approved by the County approximately two weeks per staff per month. No overtime has been

approved by the County. Contractor shall invoice County for work performed by the 15th of each month with summary of time worked.

- C. If travel is requested, Hotel reimbursement at cost (not to exceed \$160 per night and state rate will be requested). If hotels are hard to find under \$160 per night, County will pre-approval the higher hotel costs. Receipts will be provided.
- D. If County request travel then mileage to be reimbursed by County at current IRS rate (currently at .57.5 per mile). Jim Goodloe lives approximately 3 hours away and Jerry Sipe lives in Plumas.
- E. Per diem rates of \$7 for breakfast, \$11 for Lunch, \$28.00 for dinner if travel by County is requested.
- F. If postage or shipping costs are required to accomplish scope of work services, the County will reimburse with receipts.
- G. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

**California Association of Environmental Health Administrators
or CAEHA**

Attn: Sheryl Baldwin, Contract Manager

P.O. Box 2017

Cameron Park, CA 95682-2017

Telephone: (530) 676-0715 or cell (530)-363-0027

Email: Sheryl@ccdeh.com

- H. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000).
- I. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 30 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.
- J. CAEHA has to comply with new COVID-19 Safe Families Act sick time if an employee is required to take 14 day quarantine, this sick time would be invoiced.

5. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

- A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change.

- B. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

- C. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement, and out of any assertion by any employee of Contractor that they are individually entitled to compensation or benefits of any kind directly from the County as a result of their work performed for the County under this Agreement. If such indemnification

becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness. Such a termination shall be effective immediately upon notice to Contractor.
- (2) For any reason satisfactory to County (without cause) provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon fourteen (14) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor is an independent contractor and in no event shall Contractor or any of its employees be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and in particular for the services of Contractor's employee Jerry Sipe and James Goodloe, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. **NOTICE**

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

County: INYO County Environmental Health Department
Jerry Oser, Environmental Health Director
P.O. Box 427
Independence, CA 93526
Email: joser@inyocounty.us

Contractor: California Association of Environmental Health
Administrators
Justin Malan, Executive Director
910 K Street, Suite 300
Sacramento, CA 95814
Telephone: (916) 448-1015
Email: Justin@ccdeh.com

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY

CONTRACTOR



County of INYO


_____, President
April Meneghetti, CAEHA
Tax ID#94-1675492

Date: 02/04/21

Date: _____

APPENDIX A

Scope of Work Environmental Health Director Support As Need for Walt Kruse

Experienced Director of Environmental Health to counsel, as needed, the newly appointed Director on technical aspects of the position.,
This position provides strategic recommendations for the Environmental Health Director.

The Environmental Health 'Department's programs include food sanitation, community water supply systems, well construction, County-operated water testing laboratory, on-site wastewater disposal, hazardous waste management and integrated waste management regulations, and recreational health.

Scope of Work Registered Environmental Health Services Part time for Jerry Sipe and James Goodloe

Inyo County Environmental Health Department seeks to contract with an REHS to address a backlog of inspections at the Director's discretion.

Besides general program inspection (Foods, Pools, Body Art, Solid Waste), the ideal candidate would have ample experience completing Sanitary Surveys for small water systems. We would expect the incumbent to work closely with the Inyo Water Program staff on joint inspections and then write the Sanitary Survey to be used as the technical document in water system permitting. The information needed for the Survey comes from various sources that will require the hiree to communicate effectively with program staff and browse water system hard copy files on their own.

The term would be six months split part-time by both staff.

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 6th day of July 2021 an order was duly made and entered as follows:

*Environmental
Health – CAEHA
Amendment 1*

Moved by Supervisor Totheroh and seconded by Supervisor Pucci to ratify and approve Amendment No. 1 to the contract between the County of Inyo and the California Association of Environmental Health Administrators (CAEHA), extending the contract end date to December 31, 2021 and increasing the contract by \$60,000 for a total not-to-exceed amount of \$140,000, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Environmental Health</i> DATE: <i>July 12, 2021</i>

WITNESS my hand and the seal of said Board this 6th
Day of July, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter", is written over a horizontal line.

By: _____



County of Inyo



Environmental Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 6, 2021

FROM: Jerry Oser

SUBJECT: Ratify and approve Amendment #1 to the contract between the County of Inyo and the California Association of Environmental Health Administrators

RECOMMENDED ACTION:

Request Board ratify and approve Amendment No. 1 to the contract between the County of Inyo and the California Association of Environmental Health Administrators (CAEHA), extending the contract end date to December 31, 2021 and increasing the contract by \$60,000 for a total not-to-exceed amount of \$140,000, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This amendment will extend the contract through December 31st, and increase the contract limit by \$60,000 and will allow for the department to continue to work with the contractors to provide high level REHS services to minimize the backlog of general program inspections even further and allow the Director to continue to access expert guidance as needed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board approved the original contract at the January 26, 2021 Board of Supervisors Meeting

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment, however, this is not recommended, as the services provided by the contractor are vital at this time.

OTHER AGENCY INVOLVEMENT:

Personnel, County Administrator's Office

FINANCING:

This expense is budgeted in the Fiscal Year 2021-2022 Requested Budget in Environmental Health (045400) in Professional Services (5265).

ATTACHMENTS:

1. CAEHA Amendment 1 January 2021 through December 2021
2. 20210126EH - CAEHAContract

APPROVALS:

Denelle Carrington	Created/Initiated - 6/29/2021
Darcy Ellis	Approved - 6/29/2021
Denelle Carrington	Approved - 6/29/2021
Jerry Oser	Approved - 6/29/2021
Marshall Rudolph	Approved - 6/29/2021
Amy Shepherd	Approved - 6/29/2021
Sue Dishion	Final Approval - 6/30/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and California Association of Environmental Health Administrators (CAEHA), of Cameron Park, California (hereinafter referred to as "Contractor"), have entered into an Agreement to provide contractor services dated January 26, 2021, for the term from January 1, 2021 to June 30, 2021.

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 Paragraph 1. and 4.G of said Agreement as follows:

"1. TERM

The term of this Agreement shall commence on January 1, 2021 and shall terminate December 31, 2021."

"4. COMPENSATION.

H. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this agreement shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00)."

All other provisions of the Agreement 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
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

12th DAY OF July , 2021 .

COUNTY OF INYO

By: 

Dated: 07-12-2021

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:


Director of Personnel Services

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

6TH DAY OF July, 2021

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Sheryl Baldwin
Signature

SHERYL BALDWIN, MANAGER
Type or Print

Dated: 7/6/2021

APPROVED AS TO FORM AND LEGALITY

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Melissa Best-Baker

SUBJECT: Request the Board approve payments to Triple P America and approve a blanket purchase order in the amount of \$23,000.00.

RECOMMENDED ACTION:

Request Board approve purchases during Fiscal Year 2021-2022 from Triple P America in the amount of \$23,000, including a blanket purchase order in the amount of \$14,373 for the remainder of the fiscal year.

SUMMARY/JUSTIFICATION:

In FY 2016/17, HHS contracted with Triple P America to provide local training to more than 10 Inyo agency partners with evidence-based Triple P (Positive Parenting Program) to create a network of providers across our County, who are able to respond to parents with the same language and resources, referring them to an appropriate level of support as it relates to parenting. By investing in the community-wide capacity of multiple organizations that serve Inyo children from birth to 18, HHS hoped to build the necessary infrastructure for a program that the National Institutes of Health found significantly reduced child abuse and neglect in a longitudinal study conducted in North Carolina. Reducing parent stress, teaching positive behavior management skills, and improving parent-child relationships are the core values of this Cognitive Behavioral Theory-based curriculum. The department's investment in capacity building has been successful and the department is committed to continuing to support this important parenting program.

County Purchasing Policy indicates that any department-wide purchases from one vendor for over \$10,000 must be approved by the Board. HHS plans to purchase over \$10,000 in training registration and education supplies to support our on-going investment in Triple P Parenting Education. These purchases will be made across more than one of our 24 department budgets. The department has currently expended \$8,627, nearing the \$10,000 vendor limit for Board approval and is respectfully requesting that your Board ratify those expenditures and authorize a blanket purchase order in the amount of \$14,373 to cover anticipated future costs, which will bring the total costs to \$23,000 and allow us to replenish our education supplies and support the training of new employees and community partners in the various Triple P training modules.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If you decide not to approve these costs, new employees and partners will not be trained in the program and we will not have the education supplies needed.

OTHER AGENCY INVOLVEMENT:

Kern Regional Center, Owens Vally Career Development Center, Tuniwa Nobi Family Literacy Program, Northern Inyo Hospital Pediatrics, IMACA, Great Steps Ahead and Wild Iris

FINANCING:

100% State Funding. This contract will be budgeted in the First 5 Budget (643000) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker	Created/Initiated - 10/9/2021
Darcy Ellis	Approved - 10/12/2021
Marilyn Mann	Approved - 10/12/2021
Amy Shepherd	Approved - 10/13/2021
Marilyn Mann	Final Approval - 10/13/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Sally Faircloth

SUBJECT: Request Board authorize payment to Eastern Sierra Engineering of Reno, NV for prior-year invoice in the amount of \$1,531.00.

RECOMMENDED ACTION:

Request Board authorize payment to Eastern Sierra Engineering of Reno, NV for Fiscal Year 2020-2021 invoice in the amount of \$1,531.00 for material testing services.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Engineering invoice dated 06/03/2021 was discovered unpaid and remains outstanding for the Fiscal Year 2020/2021. The invoice is in the amount of \$1,531.00 for material testing services rendered for the South Lake Road Emergency Repair Project Number 21327. Services were performed from 05/02/21 through 05/29/2021.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize payment to Eastern Sierra Engineering for a prior-year invoice in the amount of \$1,531.00 for performing material testing services for the South Lake Road Emergency Repair Project 21327. However, this is not recommended as the service has already been provided.

OTHER AGENCY INVOLVEMENT:

Auditor's Office

FINANCING:

This invoice will be paid out of Road Budget 034600 object code 5265 Professional Services.

ATTACHMENTS:

1. ESE Invoice - Inyo County South Lake Road Emergency Repair

APPROVALS:

Sally Faircloth

Sally Faircloth

Darcy Ellis

Breanne Nelums

Amy Shepherd

Michael Errante

Created/Initiated - 10/12/2021

Approved - 10/13/2021

Approved - 10/13/2021

Approved - 10/13/2021

Approved - 10/13/2021

Final Approval - 10/13/2021



**EASTERN
SIERRA
ENGINEERING**

CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

Sent via email to: jtrauscht@inyocounty.us

PROJECT INVOICE

Invoice Number: 210533
Date: 6/3/2021
Work Performed Through: 5/29/2021

To: Jacob Trauscht
Inyo County Public Works Dept.
P.O. Drawer Q
Independence, CA 93526

Project: South Lake Road Emergency
Repair

Project No: 21327

Description of Work Performed: Materials testing services. Services performed 5/02/2021 through 5/29/2021.

Services	Amount
Principal Engineer	0.5 hours at \$160.00 /hr \$80.00
Senior Technician (On-Site Prevailing)	8.0 hours at \$145.00 /hr \$1,160.00
Senior Technician (On-Site Prevailing Overtime)	1.0 hour at \$191.00 /hr \$191.00
	<u>Subtotal Field Testing \$1,431.00</u>
Laboratory Testing (Lab Ref # 21- 5441g)	<u>\$100.00</u>
	Subtotal Lab Testing \$100.00
	Total This Invoice \$1,531.00

6/3/2021

Shawn W. Jenkins, P.E.

Date

Principal Engineer

Please make checks payable to: Eastern Sierra Engineering, PC.
4515 Towne Drive
Reno, NV 89521

Thank you for your business. Payment is due within 30 days. Please be aware that we will charge 1.5% interest per month on late invoices.

LABORATORY USAGE LOG

CLIENT NAME:	Inyo County	PROJECT NAME:	South Lake Road Repair
WEEK ENDING:	5/28/2021	PROJECT NO:	21327
COMMENTS:	Misc Testing	DATE:	6/2/2021
		LAB REFERENCE #:	21- 5441g

Task No.	Test / Service Description	Quantity	Unit Rate	Total Cost
A010	Moisture Content (ASTM D2216)		--	0.00
A011	Moisture Content and Dry Density		--	0.00
B030	Atterberg Limits (D4318)		--	0.00
B032	Atterberg Limits Non-Plastic (D4318)		--	0.00
C042	Percent Passing #200 (ASTM D1140/C117)		--	0.00
C043	Particle Size Analysis of Soils (ASTM D422)		--	0.00
C046	Organic Content in Soil (Ignition Method)		--	0.00
F100	Moisture Density Relationships (ASTM D 1557)		--	0.00
F101	Moisture Density Relationships (ASTM D 698)		--	0.00
F102	Moisture Density Relationships W/ Rock Correction (ASTM D 1557)		--	0.00
F109	Proctor Check Point (ASTM D1557)		--	0.00
F120	R-Value of Soils (ASTM D2844)		--	0.00
F121	Specific Gravity of Soils (ASTM D854)		--	0.00
K270	Sieve Analysis w/-#200 (<1 1/2" Max.) (AASHTO T 27)		--	0.00
K272	Sieve Analysis w/-#200 (>1 1/2") (ASTM C136/117)		--	0.00
K280	Specific Gravity of Coarse Aggregate (ASTM C128) (AASHTO T 85)		--	0.00
K281	Specific Gravity of Fine Aggregate (ASTM C127) (AASHTO T 84)		--	0.00
K290	Unit Weight of Aggregate (ASTM C29)		--	0.00
K291	Organic Impurities of Fine Aggregate (ASTM C40)		--	0.00
K292	Clay Lumps and Friable Particles in Aggregate (ASTM C142)		--	0.00
K293	Flat and Elongated Particles (ASTM D4791)		--	0.00
K294	Uncompacted Void Content (AASHTO T 304)		--	0.00
K295	Angularity and Voids in Fine Aggregate (ASTM C1252) (AASHTO T304)		--	0.00
K296	Fractured Faces in Aggregates (ASTM D5821/NEV T230)		--	0.00
K297	Sodium Sulfate Soundness of Aggregate (ASTM D5240)		--	0.00
K300	Sand Equivalent (ASTM D2419) (AASHTO T 176)		--	0.00
K301	Durability Index, Fine Aggregate (D3744)		--	0.00
K302	Durability Index, Coarse Aggregate (D3744)		--	0.00
K303	Cleaness Value (Caltrans227)		--	0.00
K304	L.A. Abrasion of Coarse Aggregate (ASTM C131/535) (AASHTO T 96)		--	0.00
L320	Asphalt Cement (A.C.) Content by Ignition		--	0.00
L321	Asphalt Cement (A.C.) Content by Solvent Extraction		--	0.00
L322	Asphalt Cement (A.C.) Content by Ignition w/ Sieve Analysis		--	0.00
L323	Asphalt Cement (A.C.) Content by Solvent Extraction w/ Sieve Analysis		--	0.00
L325	Dry Tensile Strength of HMA		--	0.00
L326	Effect of Moisture Induced Damage HMA (TSR) (AASHTO T283) Lab Mixed		--	0.00
L327	Effect of Moisture Induced Damage HMA (TSR) (AASHTO T283) Field Mixed		--	0.00
L328	Effect of Moisture Induced Damage RHMA-G (TSR) (AASHTO T283) Lab Mixed		--	0.00
L329	Effect of Moisture Induced Damage RHMA-G (TSR) (AASHTO T283) Field Mixed		--	0.00
L330	Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324) Lab Mixed		--	0.00
L331	Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324) Field Mixed		--	0.00
L333	Marshall Stability and Flow (ASTM D1559) set of three		--	0.00
L342	Hveem Stability and Compaction (ASTM D1560/1561) set of three		--	0.00
L350	Theoretical Maximum Specific Gravity (ASTM D2041) (AASHTO T 209)	1	100.00	100.00
L352	Unit wt/Density of Asphalt Concrete (ASTM D 2726) (AASHTO T 275)		--	0.00
L360	Gyratory Compaction and Air Voids HMA (AASHTO T312/T166)		--	0.00
L361	Gyratory Compaction and Air Voids RHMA-G (AASHTO T312/T166)		--	0.00
L362	Prepare aggregates for Mixing per AC Point		--	0.00
L363	Lab Mixing of Sample per AC Point		--	0.00
L364	Ignition Oven Calibration		--	0.00
L365	Sample Compaction (AASHTO T30 and T312)		--	0.00
L366	RAP Testing (Caltrans LP-9/CT384)		--	0.00
N400	Compressive Strength of Concrete Cylinders (ASTM C39) each		--	0.00
N401	Compressive Strength of Grout (UBC) each		--	0.00
N402	Compressive Strength of Mortar (UBC) each		--	0.00
N403	Hold Cylinders (Cured but not tested) each		--	0.00
N407	Compressive Strength of Concrete Cores (ASTM C40) each		--	0.00
Total Usage Log Amount				\$100.00

Manager Approval: Shawn Jenkins
 Date: 6/2/2021





County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Cap Aubrey, John Pinckney

SUBJECT: Document Shredding Services

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Shred Pro Inc. of Mammoth Lakes, CA for the provision of document shredding in an amount not to exceed \$116,952 for the period of January 1, 2022 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

RWM sought bids for document shredding services and received one bid from Shred Pro for \$21,264 annually. The service contract, if approved, would be scheduled for a five-year, 6-month term. Advantages to utilizing a document destruction company include the recycling of the shredded material rather than the disposal of the materials in our landfills. It should be noted that the first step in recycling paper in a paper recycling facility is shredding the paper before being converted into pulp. The cost is minimal, especially when compared to the cost in labor and equipment required to bury the documents. Shred Pro will provide various sizes of office collection bins. Cost for services varies depending on the size of the bin and the service schedule; multiple departments can share the cost of the service.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract with Shred Pro, but this is not recommended because the alternative is to bury the material in the landfill, which would require each department to coordinate special times with the landfills to ensure that burial is performed in a manner that ensures confidentiality is maintained. The collecting, shredding and removal of this material is a very inexpensive alternative compared to land-filling the material, while providing recycling for the County of Inyo.

OTHER AGENCY INVOLVEMENT:

Auditor, and all County Departments which require shredding services.

FINANCING:

The Recycling and Waste program manages the paper-shredding contract. The Fiscal Year 2021/2022 Recycling Waste Management Budget. 045700, Object Code, 5265, Professional and Special Services reflects this expense.

ATTACHMENTS:

1. Shred Pro Contract 2022

APPROVALS:

Teresa Elliott	Created/Initiated - 10/5/2021
Darcy Ellis	Approved - 10/5/2021
Teresa Elliott	Approved - 10/5/2021
Breanne Nelums	Approved - 10/5/2021
Marshall Rudolph	Approved - 10/5/2021
Amy Shepherd	Approved - 10/5/2021
Michael Errante	Final Approval - 10/5/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHRED PRO INC
FOR THE PROVISION OF DOCUMENT SHREDDING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the DOCUMENT SHREDDING services of SHRED PRO INC of MAMMOTH LAKES, CA (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 JOHN PINCKNEY, whose title is: DEPUTY PUBLIC WORKS DIRECTOR. 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 January 1, 2022 to June 30, 2027 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 Hundred sixteen nine hundred fifty two Dollars

(\$116,952 _____) (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>Recycling & Waste Management</u>	Department
<u>1360 N Main St</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Shred Pro Inc</u>	Name
<u>P O Box 100 PMB 353</u>	Address
<u>Mammoth Lakes, CA 93546</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 SHRED PRO INC**
FOR THE PROVISION OF DOCUMENT SHREDDING SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: 
Signature

Print or Type Name

Juanita McCamish

Print or Type Name

Dated: _____

Dated: 09/29/2021

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 SHRED PRO INC
FOR THE PROVISION OF DOCUMENT SHREDDING SERVICES**

TERM:

FROM: 1/1/2022 **TO:** 6/30/2027

SCOPE OF WORK:

The contractor will be required to service the department bins on a once per month schedule, or more often if requested by the County. The contractor will enter the office during normal business hours, empty the office recycling bin into a larger container, and transport the material to the contractor's document destruction vehicle where the contents of the bin will be shredded and bagged. Once the shredding has been completed the shredded paper will be taken from the vehicle and stored in a secure manner and will be transported by the contractor to a recycling mill.

The contractor will be required to provide a variety of bin sizes to meet the County department needs. The contractor will be required, as part of the services, to provide all necessary equipment and tools to provide the required services. Attached is a list of the required bins, bin sizes and locations. (Please note that bin size and locations may change during the contract term.)

DOCUMENT SHREDDING LOCATIONS

INDEPENDENCE

Administration Building, 224 N Edwards

Board Clerk (2) 65-gallon bins
CAO
County Counsel
Personnel
Purchasing

Annex Building, 168 N Edwards

Assessor (1) 95-gallon bin
Info Services

Environmental Health
Planning (3) Executives
Public Works

Courthouse

2nd Floor
County Clerk/Recorders (1) Half Executive

Treasurer main office (1) Half Executive
Auditor's Office (3) Executives

3rd Floor-District Attorney (1) Executive
3rd Floor-Superior Court (1) Executive

155 N Edwards
Health and Human Services (1) 65-gallon bin

550 S Clay Street
Jail (1) 95-gallon bin

201 Mazourka Road
Juvenile Hall (1) Executive

135 S Jackson Street, Water Dept, Yucca Mtn

Water (1) Executive
Yucca Mtn

LONE PINE

310 N Jackson St (1) Executive
Probation
Social Services

726 N Main Street (1) 38 gallon bin
Sheriff's Substation

BISHOP

1360 N. Main St Front Reception (1) Executive
All COB Depts

1360 N Main St Room 114 (1) 65 gallon bin
Social Services

1360 N Main St Room 117 (1) 38 gallon bin
Public Health

1360 N Main St Room 124 (1) 95-gallon bin
Behavioral Health

1360 N Main St Room 151 (1) 38 gallon bin
Sheriff Dept

1360 N Main St Room 156 (1) 65 gallon bin
HHS Admin
Behavioral Health
Probation

1360 N Main St Room 162 (1) 65 gallon bin
Probation

1360 N Main St Room 204 (1) 65 gallon bin
HHS Admin
Social Services
Public Health

1360 N Main St Room 214 (1) 95-gallon bin
Ag Commissioner
Environmental Health
Farm Advisor
Motor Pool
Parks and Recreation
Solid Waste

1360 N Main St Child Support	Room 237	(1) 38 gallon bin
1360 N Main St CAO County Counsel Personnel Risk Management	Room 256	(1) 65-gallon bin
1360 N Main St District Attorney	Room 264	(1) 65 gallon bin
682 Spruce St Senior Center		(1) Executive
536 N. Second St Progress House		(1) Executive
586 Central St Wellness Center		(1) Executive

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHRED PRO INC
FOR THE PROVISION OF DOCUMENT SHREDDING SERVICES**

TERM:

FROM: 1/1/2022 **TO:** 6/30/2027

SCHEDULE OF FEES:

County will pay the contractor \$21,264 annually for the work in Attachment A, to be invoiced monthly.

The term of the contract will be for a period of five fiscal years and 6 months.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHRED PRO INC
FOR THE PROVISION OF DOCUMENT SHREDDING SERVICES**

TERM:

FROM: 1/1/2022 **TO:** 6/30/2027

SEE ATTACHED INSURANCE PROVISIONS



SHREPRO-01

MMCNEILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L100460 Knauf Maxwell Insurance Services 2900 W. Broadway Los Angeles, CA 90041	CONTACT NAME: PHONE (A/C, No, Ext): (323) 550-7900 FAX (A/C, No): (323) 256-0800 E-MAIL ADDRESS: knaufreception@kmins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Shred Pro, Inc P.O. Box 100 PMB353 Mammoth Lakes, CA 93546	INSURER A : The Ohio Casualty Insurance Company 24074	
	INSURER B : United Financial Casualty Company 11770	
	INSURER C : California State Compensation Insurance Fund 35076	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BKO57135867	6/9/2021	6/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			02713277-1	4/7/2021	10/7/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9100739-21	6/9/2021	6/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as additional insured as respects General Liability coverage; only as per attached endorsement.

CERTIFICATE HOLDER Mono County Department of Public Health Attn: Shawna Pettigrew P. O. Box 476 Bridgeport, CA 93517	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT ←	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION ←	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU ←	8



County of Inyo



County Counsel

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 26, 2021

FROM: John Vallejo

SUBJECT: Broadband Service Shortfalls

RECOMMENDED ACTION:

Request Board: A) approve entry into a Joint Representation and Cooperation Agreement with Mono, Placer, and Nevada counties, the Town of Mammoth Lakes, and the Town of Truckee to enhance Inyo County's efforts to improve the customer service and service quality standards of voice over internet protocol and broadband services, and authorize the Chairperson to sign; and B) authorize the County Administrator to enter into a related legal representation agreement with Best Best & Krieger and to execute the accompanying Conflict Waiver.

SUMMARY/JUSTIFICATION:

This item follows your Board's discussion at the July 20, 2021, meeting where you took action to approve a letter to Suddenlink Communications (Altice) summarizing issues related to the unacceptable quality of broadband service it provides to our region requiring Suddenlink's attention and resolution. Inyo County is now poised to join with other Counties and Towns to engage in this issue at the Public Utilities Commission (CPUC) level. The proposed MOU will create a consortium with greater leverage than we have as a single agency to advocate for a required higher level of service for voice over internet protocols and broadband services. The consortium may also pursue a formal complaint process against Suddenlink and/or other service providers. Costs for the rulemaking advocacy proceedings will be shared equally among the MOU parties, and costs for a formal complaint are expected to be allocated among the MOU parties pursuant to future agreement. The total cost for BB&K's advocacy services is expected to be less than \$10,000 for Inyo County.

The MOU is structured such that each party will separately engage with Best Best & Krieger (BB&K) for advocacy services, who will then bill the parties according to the MOU. On a related note, retaining BB&K requires a conflict waiver, as BB&K represents other clients (e.g. the City of Los Angeles, Coso, and Searles Valley Minerals) that create a may create a future conflict of interest. Having said that, staff reviewed this issue and is confident that BB&K's representation of Inyo County in these matters will not overlap with issues we engage in with those agencies and companies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

At your meeting on July 20, 2021, your Board discussed this general issue and approved a letter to Suddenlink explaining our concerns with their local Broadband services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not enter into this MOU and participate in the CPUC processes alone.

OTHER AGENCY INVOLVEMENT:

Mono County. Placer County. Nevada County. Town of Mammoth Lakes. Town of Truckee.

FINANCING:

Funding for this is included in the CAO Budget #010200, in Professional Services #5265.

ATTACHMENTS:

1. Mutual Rep and Coop Agreement
2. Engagement Letter - DRAFT
3. Waiver Inyo County

APPROVALS:

John Vallejo	Created/Initiated - 10/20/2021
John Vallejo	Approved - 10/20/2021
Darcy Ellis	Approved - 10/20/2021
John Vallejo	Approved - 10/20/2021
Amy Shepherd	Approved - 10/20/2021
John Vallejo	Final Approval - 10/21/2021

MUTUAL REPRESENTATION AND COOPERATION AGREEMENT

This Mutual Representation and Cooperation Agreement (the "Agreement") is entered into between and among the counties of Mono, Inyo, Nevada and Placer and the cities of Truckee and Mammoth Lakes (collectively, the "Agencies") for the purpose of working together and undertaking common legal representation in matters related to internet service quality and customer service within the Agencies' geographic regions.

WHEREAS, the Agencies have a shared interest in improving the customer service and service quality standards of voice over internet protocol (VOIP) and broadband services serving their facilities and their constituents; and

WHEREAS, the Agencies wish to act collectively through various means, including participation in and/or initiation of proceedings before the California Public Utilities Commission (CPUC) addressing quality standards for VOIP and broadband services impacting the Agencies; and

WHEREAS, the Agencies now desire to enter into this Agreement for the purpose of employing common attorneys, consultants, sharing the costs thereof, and reasonably cooperating in the review, analysis, and prosecution of the above matter(s), as same are more particularly described below;

NOW, THEREFORE, the parties to this Agreement do hereby individually and collectively agree, warrant, and covenant as follows:

1. The Agencies will in good faith reasonably cooperate in the sharing of information relating to the following and to share information developed by their respective staffs, attorneys, and consultants in relation thereto (the "Matters"):
 - A. Submitting collective comments on the Petition Of The Public Advocate's Office For Rulemaking To Amend General Order 133-D To Establish Minimum Service Quality Standards For All Essential Communications Services, dated September 29, 2021.
 - B. Depending upon the outcome of item A, and as further agreed among the Agencies, collectively filing a formal complaint with the CPUC regarding VOIP and broadband and customer service failures by Suddenlink/Altice within the Agencies' collective jurisdictions.
 - C. Engaging in such other activities as agreed upon by the Agencies and related to the subject matter of this Agreement including, but not limited to, education and advocacy with respect to Broadband or VOIP quality, service and regulation in California and in the geographic areas served by the Agencies.
2. One individual serving as in-house or contract general counsel for each Agency shall serve on a working group related to the Matters (the "Working Group"). The

Working Group shall designate a subset of at least one of its members to serve as primary contact for outside legal counsel and consultants engaged in the Matters (the "Working Group Representative"). The Working Group shall meet from time-to-time to discuss the Matters, provide direction to the Working Group Representatives, receive reports, and ultimately form a collective recommendation for action to the governing bodies of each of the Agencies. Although the Working Group shall attempt to make all decisions in a collegial and consensus manner, any disputes within the Working Group shall be resolved based upon a vote of the members thereof weighted by the Cost Sharing Percentages defined in Paragraph 4 below. The Working Group recommendation shall be provided to the governing body of each of the Agencies by the representative designated by that Agency to serve on the Working Group; provided however, that nothing herein shall prevent or impede the ability of any representative of the Working Group, or any subgroup thereof, to provide a separate recommendation to the governing body of the Agency for which that representative(s) is employed recommending findings or courses of action independent of that provided in the Working Group.

3. The Working Group shall constitute the negotiating team which is hereby authorized on behalf of the Agencies, and each of the Agencies, to meet and confer with any party in relation to any matter which needs to be discussed or negotiated in relation to the Matters. To the extent that all members of the Working Group cannot or do not attend all negotiating sessions, those members of the Working Group attending said sessions shall utilize reasonable efforts to communicate the content and results of those meetings to the remaining members of the Working Group as soon as is reasonably possible.

4. All staff costs relating to the Working Group, vis-a-vis the Agencies, shall be borne by each of the Agencies for which the individual(s) is (are) employed. Nothing herein shall preclude, impede, or limit the ability of the Agencies, or any one thereof, to assess those costs to any other person/entity as may be appropriate. The out-of-pocket actual costs of outside attorneys, consultants, experts, and other personnel retained by the Agencies to act collectively on behalf thereof shall be borne by the Agencies in relation to the following proportion and percentages (the "Cost Sharing Formula"), including expenses of outside counsel, as described in paragraph 6, incurred prior to entry into this Agreement, unless otherwise agreed in writing:

Agency		Cost Sharing Formula
Placer County		1/6
Mono County		1/6
Nevada County		1/6
Inyo County		1/6

Town of Mammoth Lakes		1/6
Town of Truckee		1/6

The Working Group shall enter into agreements with the various attorneys, consultants, and experts retained by the Agencies to perform certain services relating to the Matters. The outside attorney, consultant, or expert, fees shall be billed directly to each Agency based upon the Cost Sharing Formula or, if not possible, shall be billed to one designated Agency which will then pay those expenses and receive reimbursement from the remaining Agencies pursuant to the Cost Sharing Formula within thirty (30) days of receipt of billing. Nothing herein shall limit the ability of any of the Agencies to employ any attorney, consultant, or expert to perform services outside of the scope of services which resound to the particular benefit of that Agency. Only those services which are approved by the Working Group as being for the common benefit of all the Agencies shall be paid pursuant to the Cost Sharing Formula. All other services requested by any specific Agency shall be billed to and paid by that specific Agency.

5. The Agencies agree, individually and jointly, that all information, economic analyses, financial analyses, technical analyses, legal analyses, legal opinions, studies, and other information developed by the Working Group and/or any attorneys, consultants, or experts employed by the Agencies, shall constitute the joint information and work product of all of the Agencies and shall not, under any circumstances, be claimed to be confidential for any purpose by one Agency vis-a-vis one or more of the other Agencies. It is the intent of this Agreement that all information, including without limitation, legal analyses, legal opinions, negotiations, and discussions with outside persons or entities, and internal discussions whether among representatives of a single Agency and an outside attorney and/or consultant employed pursuant to the provisions of this Agreement, or among representatives of several Agencies and an outside attorney and/or consultant, shall not be deemed to be confidential by one Agency vis-à-vis one or more of the other Agencies including, without limitation, any claim of a conflict of interest disablement on the part of any attorney and/or consultant employed by the Agencies, individually or collectively. Nothing herein shall cause any work product of any attorney, consultant, or expert employed by an individual Agency to perform services outside of the scope of work resounding to the benefit of the individual Agency to become joint information and work product within the meaning of this paragraph. Nothing herein shall waive or restrict the ability of any Agency to maintain a confidential attorney-client relationship, or other confidential relationship, with any attorney, consultant, or expert to the extent that attorney, consultant, or expert is retained by, and paid by, an individual Agency to perform services outside of the scope of work.

6. It is hereby jointly agreed and acknowledged that each of the Agencies has entered into an attorney-client relationship with Best Best & Krieger, LLP ("Outside Counsel") in relation to the Case. The Agencies, jointly and severally, hereby waive any conflict of interest, or potential conflict of interest, which may exist on the part of Outside Counsel based upon its joint representation of the Agencies in relation to the Matters with which they currently share a common interest whether or not that commonality

continues into the future. More specifically, and without limitation, to the extent that any party desires to withdraw from this Agreement as provided in Paragraph 7, or take an action or recommendation other than that recommended by the Working Group, the parties hereto specifically agree that Outside Counsel will not be disabled, for any reason upon any theory, from pursuing any advocacy or claims, by litigation or otherwise, against Suddenlink/Altice, or any other party deemed appropriate by the Working Group, deemed necessary, reasonable, or desirable to implement and effectuate the recommendations of the Working Group. Nothing herein shall authorize to represent any Agency in an action against another Agency.

7. Any Agency (the "Departing Agency") may withdraw from this Agreement upon the provision of five (5) days prior written notice to the remaining Agencies provided, however, the withdrawing party shall be responsible for its appropriate share of costs calculated pursuant to Paragraph 4 above for the time prior to withdrawal. Upon said withdrawal, the Cost Sharing Formula shall be recalculated to reflect a reallocation of future costs. The waivers and covenants contained in Paragraphs 5 and 6 as to the Departing Agency above shall survive departure and continued to bind the Departing Agency.

8. If, and to the extent, any other Agency requests to become a party to the Agreement (the "Requesting Party"), the Requesting Party shall meet and confer with the Agencies to discuss, among other things, potential amendments to the Agreement to allow the Requesting Party to join as a party to the Agreement. Prior to the addition of the Requesting Party as a party to this Agreement, the Requesting Party and the Agencies shall mutually agree upon an amendment of the Cost Sharing Formula set forth in Section 4, so that the Requesting Party can bear its fair share of the costs associated with this Agreement. No Requesting Party shall become a party to this Agreement, unless the Agencies unanimously consent in writing thereto.

9. The Agencies estimate that initial costs associated with work on the Matters will not exceed a total (for all Agencies) of \$20,000. However, the Working Group shall meet and confer as work proceeds to adjust this estimate as necessary. In the event it is anticipated that costs will exceed \$20,000, written amendment of this Agreement to adjust the estimate and memorialize the Agencies' agreement thereto shall be required. Any Agency not agreeing to such Amendment may withdraw pursuant to paragraph 6.

DATED: _____

COUNTY OF PLACER

By _____

Its _____

DATED: _____

COUNTY OF MONO

By _____

DATED: _____

Its: _____

COUNTY OF NEVADA

By _____

Its: _____

DATED: _____

COUNTY OF INYO

By _____

Its: _____

DATED: _____

TOWN OF MAMMOTH LAKES

By _____

Its: _____

DATED: _____

TOWN OF TRUCKEE

By _____

Its: _____

Indian Wells
(760) 568-2611
Irvine
(949) 263-2600
Los Angeles
(213) 617-8100
Manhattan Beach
(310) 643-8448
Ontario
(909) 989-8584

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ATTORNEYS AT LAW

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(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Scott Haskell Campbell
(213) 617-7489
scott.campbell@bbklaw.com

October 15, 2021

VIA E-MAIL

Andrew Morris
Town Attorney
Town of Truckee
amorris@townoftruckee.com

Re: Coalition to Advocate for Reliable Communications Services

Dear Counsel:

ABOUT OUR REPRESENTATION

Best Best & Krieger, LLP (“BBK”) is pleased that the Town of Truckee has retained BBK to represent the Town, as part of a coalition together with Mammoth Lakes and the Counties of Inyo, Mono, Nevada, and Placer (“Coalition”), to advocate for improvements to the quality of communications services available within their communities, particularly from Suddenlink. This Coalition representation may include responding to the petition recently released by the Public Advocates Office asking the California Public Utilities Commission (“CPUC”) to initiate a rulemaking to modify General Order 133-D regarding communications services standards for broadband, voice over IP telephone and wireless services, and other actions such as filing a joint complaint related to Suddenlink service issues. This letter outlines the terms of BBK’s representation of your community as part of the Coalition.

EXISTING REPRESENTATION

As you know, we have already been retained to represent the Town of Truckee on other matters. The general terms and conditions of our representation of the Town will continue to apply, except as altered by this retention.

CONFLICTS

As you are aware, BBK performed a conflicts check regarding this representation. In addition to the Coalition members, we have checked the following names against our client

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Commented [GK1]: This is a sample, each coalition member will be asked to sign essentially the same form of engagement letter.

Commented [GK2]: This text only for Mono, Truckee and Mammoth Lakes



Andrew Morris
October 15, 2021
Page 2

index: Suddenlink Communications, Cebridge Telecom CA LLC, Cequel III Communications I LLC, NPG Cable LLC, Cebridge Acquisition LP (“Suddenlink”).

We anticipate that in addition to Suddenlink, other cable companies, wireline and wireless voice, video and broadband providers in California such Comcast, Charter, Frontier, Verizon Wireless, AT&T, Sprint, and T-Mobile, and industry associations (e.g., California Cable and Telecommunications Association) will be adverse to the interests of members of the Coalition.

Based on the above, we can represent the Coalition and its members in this matter adverse to Suddenlink and the industry.

As you know, we identified a potential conflict unrelated to the above, and by separate letter, the informed consent of the County was obtained allowing for this representation as part of the Coalition.

Commented [GK3]: This text only for Placer, Nevada and Inyo

Please inform us immediately if you become aware of any additional adverse parties.

COALITION RULES

Because the work will be for a coalition of clients on the same matter, there are some unique elements to this joint representation for which we ask that you and all the other members of the Coalition agree:

First, the filings we make must be acceptable to all the members of the coalition, and this may affect what issues are addressed and what positions we take. By signing this engagement letter you agree to this arrangement and agree that we may represent you and other participants as a part of the coalition. We will consult with you and other members of the coalition as the filings are being prepared. Each coalition member may differ on strategy, costs or on the issue of whether to agree on certain terms of the filings; you may instruct us in a manner for one coalition member that is contrary to another coalition member. It may be argued that there is an appearance of impropriety in our representation of coalition members simultaneously on the same matter; and/or, you may take a position or act in a manner for one coalition member that could be prejudicial to the interests of another coalition member. We are required to balance the interests among the members of the coalition and may make decisions that will be in the best interests of the overall group and not necessarily in the best interests of one specific member of the coalition. Thus, rather than the attorneys vigorously asserting a single interest of one coalition member on an issue, there will be a balancing of interests among all coalition members. You waive any objections that you may have to this joint representation; and agree that we may represent each member of the coalition individually and jointly.



Andrew Morris
October 15, 2021
Page 3

Second, we may be asked by some clients (including members of this coalition) to make individual filings in the CPUC proceedings in addition to the coalition's. We will not represent any entity in the CPUC proceedings that takes a position adverse to yours. By signing this engagement letter, you agree that we may represent these additional clients.

Third, you agree that the coalition members have joint interests with the other coalition members that will permit us to communicate information about this matter to you and other members of the coalition without waiving privileges that may apply in this coalition representation as to third parties. Although we owe the coalition members a duty of confidentiality as to third parties, there is generally no duty of confidentiality or attorney-client privilege between or among the coalition members. We have a duty to communicate and keep all coalition members reasonably informed about significant developments relating to the representation. Thus, communications made between one coalition member and us as your attorney that are relevant to the joint representation are subject to disclosure to the other coalition members, even in the absence of express consent to the disclosure. As part of this agreement, each you understand that there can be no confidentiality between us as your attorney and the coalition members with respect to significant developments related to this representation.

Fourth, in this joint representation, we owe fiduciary obligations of loyalty to each of the coalition members and cannot take sides or assert the interests of one client over the interests of the other. Should you feel that there is a potential dispute or actual dispute between or among members of the coalition regarding this matter, it should be brought to our attention immediately. We may not be able to counsel you regarding any rights or obligations as between or among the members of the coalition, whether or not such rights or obligations relate to the subject matter of the representation. In the event such a disagreement cannot be worked out between or among the members of the coalition, there is a possibility that such a disagreement would develop into an actual conflict of interest between or among the members of the coalition that would require us to withdraw from further representing the coalition members in this matter. Such a situation could require increased expense, time and effort on your part if new counsel is needed. Again, any such changes or new information will be disclosed and discussed with you prior to any action being taken that would significantly affect our attorney-client relationship.

Fifth, the coalition is not a fixed group, but is instead an evolving group: communities or organizations may join or leave the coalition during the course of our representation. It may be that your community is adverse to one or more of the other members of the coalition in another, unrelated matter. By signing this engagement letter, you agree that we may represent these additional members as part of the coalition. Likewise, except to the extent there is a conflict that is not waivable, you agree that our representation of you as part of the coalition will not disqualify BBK from representing another client in an unrelated proceeding where the client's interest is adverse to yours. We will keep you apprised of the coalition members and we ask that



Andrew Morris
October 15, 2021
Page 4

you advise us immediately if you believe that there is a conflict that is not waivable. You and each member of the coalition may decide at any time to withdraw from participation in the matter or the coalition. Should you do so, you also agree that we may continue to represent the other members of the coalition in this matter.

Sixth, after the matter has concluded, each of you may make conflicting demands for the original client file, which you are entitled to receive. Each coalition member agrees that we may release the original to the coalition member who first provides a written request, as long as we release an exact copy to the remainder of the coalition members.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

The rates for our work on this matter are outlined below.

Partners and Of Counsel	\$365
Associates	\$290
Law Clerks	\$250
Paralegals	\$210

Our rates are reviewed annually and may be increased from time to time with advance written notice to the client.

Unless otherwise agreed to by all of the members of the Coalition and BBK, BBK will prepare a monthly invoice showing all of the detailed entries for work for the Coalition, and will send a copy to each member along with a request for each member to pay an equal share of the monthly fees and costs. The billing policies are described in the memorandum attached to this letter, entitled "Best Best & Krieger LLP's Billing Policies." You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

INSURANCE

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

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Andrew Morris
October 15, 2021
Page 5

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any new matters beyond the scope of this coalition matter. Any such future work would also have to be agreed upon in a signed supplement.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If none of the Coalition members request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have retained Best Best & Krieger LLP to represent you as a member of this Coalition. If you have any questions at any time about our services or billings, please do not hesitate to call me. Please countersign this letter and return it to us.

Sincerely,

Scott Campbell
of BEST BEST & KRIEGER LLP

SHC:vcg



Andrew Morris
October 15, 2021
Page 6

AGREED AND ACCEPTED:

By: _____

Name: _____

Dated: _____

BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbkllaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

INVOICE AND PAYMENT OPTIONS

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbkllaw.com can provide a W-9 upon request and discuss various accepted payment methods.

FEES FOR PROFESSIONAL SERVICES

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$220 to \$795 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from \$150 to \$290 per hour for new work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request.

FEES FOR ELECTRONICALLY STORED INFORMATION ("ESI") SUPPORT AND STORAGE

BBK provides Electronically Stored Information (ESI) services for matters requiring ESI support – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

1GB -250GB: \$10 per GB
251GB - 550GB: \$8 per GB
551GB - 750GB: \$6 per GB
751GB - 1TB: \$4 per GB

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify BBK in writing. BBK shall not incur costs for ESI support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

FEES FOR OTHER SERVICES, COSTS AND EXPENSES

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and

document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

ADVANCE DEPOSIT TOWARD FEES AND COSTS

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

MONTHLY INVOICES AND PAYMENT

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior

month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice may be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

CHANGES IN FEE ARRANGEMENTS AND BUDGETS

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

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(760) 568-2611

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Los Angeles
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Manhattan Beach
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Ontario
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Scott Haskell Campbell
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scott.campbell@bbklaw.com

October 11, 2021

VIA EMAIL MRUDOLPH@INYOCOUNTY.US

Marshall Rudolph
County Counsel
County of Inyo
224 N. Edwards St.
Independence, CA

Re: Conflict Waiver - Representation of Coso Operating Company, LLC;
Advance Conflict Waiver – Representation of City of Los Angeles; and
Advance Conflict Waiver - Representation of Other Clients in Water Law
Issues

Dear Mr. Rudolph:

Best Best & Krieger LLP (“BBK”) has been asked to represent the County of Inyo (the “County”) on the joint filing in support of the Public Advocates Office Petition for CPUC Rulemaking on communications services quality, as well as the possible filing of a separate joint complaint related to Suddenlink service issues (the “CPUC Matters”).

BBK also represents Coso Operating Company, LLC (“Coso”) on a variety of matters, such as environmental review, permitting, and development matters related to its Hay Ranch Project and the operation of its geothermal field within the County. As you may know, from time to time, Coso is an applicant for land use entitlements from the County, and has existing Conditional Use Permits for its projects that are subject to the County’s ongoing administration. BBK assists Coso with those projects. Furthermore, it is possible that BBK could advocate on behalf of Coso before the County, as it relates to any modified approvals (collectively, the “Coso Matters”).

Also, BBK has and continues to serve the City of Los Angeles as their Special Counsel on telecommunication, land use, CEQA, municipal, and possibly other future matter as requested (the “City Matters”). BBK is not handling any matters adverse to the County at this time, but such conflicts may arise in the future. Because of our long time relationship with the City of Los Angeles, it is possible the City of Los Angeles may ask BBK to represent the City of Los Angeles on matters potentially adverse or actually adverse to the County in the future.

Marshall Rudolph
October 11, 2021
Page 2

Additionally, BBK represents a broad range of clients, such as but not limited to, Searles Valley Minerals, Inc, who are involved in water law issues that may be adverse or potentially adverse to the County in the future. It is possible that BBK may represent additional clients within or surrounding the County on water issues in the future. BBK is not handling any water related matter adverse to the County at this time, but such conflicts may arise due to BBK representing other clients on groundwater matters related to the same water basin or water resources used by the County, or groundwater matters that may have an impact on the water basins or water resources used by the County.

This letter is to request the County's consent for BBK to: 1) represent the County on the CPUC Matters while BBK concurrently represents Coso on the Coso Matters; 2) represent the City of Los Angeles on future matters adverse or potentially adverse to the County; and 3) represent other clients in the future on water issues adverse or potentially adverse to the County. If we are to represent the County and Coso on unrelated matters, the County and the City of Los Angeles on unrelated matters, as well as other clients on water issues adverse to the County, we must obtain the County's informed written consent to any potential or actual conflict of interest.

RULES OF PROFESSIONAL CONDUCT

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.
- ...
- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), . . . and:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law; and



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Marshall Rudolph
October 11, 2021
Page 3

- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

REPRESENTATION OF THE COUNTY AND COSO ON UNRELATED MATTERS

As part of this consent, the County agrees that we may represent Coso on the Coso Matters while we concurrently represent the County on the CPUC Matters.

Our representation of the County and Coso as described in this letter is not prohibited, but requires the County's consent. We do not believe our representation of Coso will impair our competency, diligence or loyalty to the County nor will it otherwise materially limit our representation of the County or impair our independent professional judgment in any way. For example, we do not believe we will be tempted to favor the interests of one client over the other, nor do we think the relationship will create any appearance of impropriety. However, these are all things the County should consider before signing this waiver.

**REPRESENTATION OF CITY OF LOS ANGELES –
ADVANCE WAIVER OF CONFLICTS**

We note that BBK represents the City of Los Angeles on the City Matters. Our understanding is that the current engagement with the County does not include any advice concerning the City of Los Angeles. Furthermore, we understand there are no conflicts between the County and the City of Los Angeles as of the date of this waiver letter. However, there is always the possibility that the County and the City of Los Angeles could become adverse to each other in the future on any existing or future matters that BBK may be handling for the City of Los Angeles. As part of this agreement, the County understands and agrees that it will not assert a conflict that would preclude BBK from continuing to represent the City of Los Angeles. Furthermore, the County provides its advanced informed consent for BBK to continue representing the City of Los Angeles in all matters if conflicts may arise between the City of Los Angeles and the County, including matters in which BBK might represent the City of Los Angeles against the County.

Our representation of the County and City of Los Angeles as described in this letter is not prohibited, but requires the County's consent. We do not believe our representation of the City of Los Angeles will impair our competency, diligence or loyalty to the County nor will it otherwise materially limit our representation of the County or impair our independent professional judgment in any way. For example, we do not believe we will be tempted to favor the interests of one client over the other, nor do we think the relationship will create any appearance of impropriety. However, these are all things the County should consider before signing this waiver.



Marshall Rudolph
October 11, 2021
Page 4

**REPRESENTATION OF OTHER CLIENTS IN WATER LAW ISSUES –
ADVANCE WAIVER OF CONFLICTS**

BBK represents many types of clients in a variety of matters. For many years, water law has been a large part of BBK's practice. BBK advises many of its clients regarding water law issues, such as surface water, ground water, imported water, water transfers, water quality, water rights, and various Delta related matters. These other BBK clients are routinely involved in water law issues which could directly or indirectly affect water supplies, rights and policies of the County because our other clients may share the same water basins as the County or have an impact on the water basins used by the County.

As far as we know, BBK is not currently representing any other client, on water issues adverse to the County. If another current, or new BBK client has an interest in water issues affecting the County, then BBK might be asked to provide advice and representation on that matter. Such work might include representation concerning groundwater sustainability agencies, transactions, negotiations, representation on CEQA or NEPA issues, administrative hearings before the State Water Resources Control Board or other state or federal agencies, regulatory permitting, disputes, or litigation ("Future Water Matters"), any of which could be adverse to the County's interest in water issues.

If we are representing the County on the CPUC Matters or any other issues, and another client asks BBK to represent it against the County on Future Water Matters, then we would otherwise first need to obtain consent from the County to represent the other client. Because of our lengthy relationship with many of our water purveyor clients, and because such a large part of our practice involves clients with a variety of water issues, we cannot risk refusal of such consent. Therefore, we ask that you sign this letter giving the County's advanced consent now to any future representation of other current or future BBK clients in Future Water Matters adverse to the County so that we do not need to ask you for such consent in the future. Furthermore, the County will not will not assert a conflict that would preclude BBK from continuing to represent the other BBK clients, including but not limited to Searles Valley Minerals, Inc. on such water matters. Specifically, BBK represents Searles Valley Minerals on water rights litigation in the Indian Wells Valley, including but not limited to the lawsuit known as *Mojave Pistachios, LLC; et al., v. Indian Wells Valley Water District; et al.*

As part of this advance consent, BBK shall promptly inform the County in writing of any future representation of a client(s) against or adverse to the County to provide the County the opportunity to determine if it wishes to replace BBK in those circumstances. If the County decides to continue to use BBK as counsel, and BBK agrees to continue representing the County in those circumstances, then we will establish an ethical screen so that the lawyers representing the County do not share any confidential information of the County with other lawyers at BBK and vice versa.

Marshall Rudolph
October 11, 2021
Page 5

Regardless of the circumstances, BBK will not disclose any confidential information received from the County to any other client of BBK. Likewise, by signing this letter, the County agrees that it will not disclose any confidential the County information to BBK on any issues involving water rights, interests, policy or strategy concerning water issues.

POTENTIAL ADVERSE CONSEQUENCES

Because BBK is not currently representing a client adverse to the County regarding water issues, it is impossible to predict exactly the facts related to any such future conflict, but we do believe it is possible to describe the reasonably foreseeable potential adverse consequences that would arise, which include the following:

- We may be tempted to favor the interests of one client over the other.
- Our exercise of independent judgment to the County may be impaired or clouded by our relationship with other clients.
- There may be an appearance of impropriety in our representation of both clients simultaneously on unrelated matters.
- We may inadvertently disclose confidential information to a client that the County would not like revealed.

We may be restricted from forcefully advocating the County's position for fear of alienating another client depending upon the circumstances.

THE COUNTY'S CONSENT

If the County agrees to the above, we need an authorized representative of the County to sign this consent letter. This consent will not waive any protection that the County may have with regard to attorney-client communications with us in the CPUC Matters in which BBK represents the County. Those communications will remain confidential and will not be disclosed to any third party without the County's consent.

In the event that circumstances change or we become aware of new information that requires client consent or new notice, each client will be notified of that fact immediately, and continued representation will be subject to that notice and the informed written consent of each client will be obtained as necessary. Should an actual conflict of interest develop in the future or if the relationship should materially limit our representation of either client, we may be required to terminate our representation, which could impact attorney's fees and costs should the County need to hire new counsel at that time.

BB&K
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ATTORNEYS AT LAW

Marshall Rudolph
October 11, 2021
Page 6

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

The County's execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and the County's consent to our representation of our other clients as described in this letter while we concurrently represent the County on the CPUC Matters.

Sincerely,



Scott Haskell Campbell
of BEST BEST & KRIEGER LLP

CONSENT

By this letter, Best Best & Krieger LLP has explained the existing and/or reasonably foreseeable potential risks and conflict(s) of interest in the above referenced matter, and has informed the County of the possible consequences of this representation and these conflicts. I understand that the County has the right to and has been encouraged to consult with independent counsel before signing this consent, and I acknowledge that the County has been given sufficient time to do so. Notwithstanding the foregoing, the County hereby consents to the above.

By: _____

Dated: _____

For: County of Inyo



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Leslie Chapman

SUBJECT: Great Basin Unified Air Pollution Control District Clean Air Projects Program (CAPP) II Funds

RECOMMENDED ACTION:

Request Board: A) identify projects for the Great Basin Unified Air Pollution Control District Clean Air Projects Program (CAPP) II funds; and B) authorize the County Administrative Office to sign the CAPP II Block Grant Guideline form so that funds may be released to Inyo County in the amount of \$820,063.

SUMMARY/JUSTIFICATION:

In January, 2021, the Great Basin Unified Air Pollution Control District (GBUAPCD) took action to provide block grants to each of the four agencies with membership on the District Board for projects that reduce air pollution. The grant amount awarded to Inyo County is \$820,063 and agencies will need the District Air Pollution Control Officer's (APCO) approval for projects to be paid with Block Grant Funds. It is expected that all funds will be utilized by June 30, 2022, although the APCO can use his discretion to extend that deadline.

Similar to the CAPP block grants previously administered by the GBUAPCD, the District is allocating these funds to Inyo County with the requirement that each agency use the money to reduce air pollution. The District is conditioning the grant on the receipt of the work plan and a follow-up report that documents the projects completed and their cost.

Earlier this year, your Board approved the Fiscal Year 2021-2022 Inyo County Budget, which included a budget of \$820,063 allocated to Inyo County for air pollution control projects. Funding was included for projects to be completed, but no designated projects are listed, as your Board will need to identify the specific projects to be completed with this funding. Once your Board identifies the projects within the block grant, the list will be provided to GBUAPCD.

The total estimated cost to implement all of the projects listed below that are being presented to your Board totals approximately \$2.2. million.

Staff is seeking the Board's direction on which projects to nominate for the CAPP II Block Grant from the list below:

POTENTIAL PROJECT	ESTIMATED COST
Courthouse Project (includes): Courthouse retrofit-project consultant to establish scope of work and cost of retrofit; Courthouse retrofit HVAC; Courthouse window replacement; Courthouse roof (necessary for HVAC retrofit)	\$770,000
Lone Pine Landfill Solar Project	\$50,000
Diaz Lake Surface Improvement (includes): Campground road paving; campground parking lot paving; and campground pull-through camping area paving	\$475,000
Electric Vehicle Charging Station - 1 for Bishop and 1 for Independence	\$12,000
Millpond Surface Improvements (include): tennis court parking lot paving; south parking lot paving; road improvement paving; north restroom parking lot paving	\$907,000
Total	\$2,214,000

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the requested actions; identify other options for funding; or return to staff with more direction.

OTHER AGENCY INVOLVEMENT:

Great Basin Unified Air Pollution Control District

FINANCING:

Funds will be provided by GBUAPCD through the CAPP II Block Grant program.

ATTACHMENTS:

1. Great Basin Allocation Letter and Grant Guidelines
2. Great Basin Project Analysis 9.22.2021

APPROVALS:

Denelle Carrington
Darcy Ellis
Leslie Chapman
Marshall Rudolph
Amy Shepherd

Created/Initiated - 10/14/2021
Approved - 10/14/2021
Approved - 10/21/2021
Approved - 10/21/2021
Final Approval - 10/21/2021



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: January 7, 20201

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer
Susan Cash, Administrative Projects Manager

Subject: Consideration and Approval of Clean Air Projects Program (CAPP) II
Distributions, Guidelines, and Criteria (Action)

Summary:

The Governing Board and staff held a workshop at the November 5th Governing Board meeting, to discuss the Clean Air Projects Program (CAPP) II. Instruction was given to staff by the board to return at the January 20201 meeting with program distributions, guidelines, and criteria for approval for CAPP II in the amount of \$3,000,000.

1. \$1,4000,000 Competitive Grant Program for projects that reduce air pollution in the Owens Valley Planning Area, to be administered by Inyo County.

Staff has been working with Inyo County regarding this portion of CAPP II. The scope of work and contract between the District and Inyo County is currently being drafted with a goal to have the contract available for Board approval consideration at our March meeting.

2. \$100,000 Woodstove Replacement Program to be administered by the District to clear the already-existing waiting list from the 2019 California Air Resources Board program.

The guidelines for the program are attached. There are no substantive changes from the 2019 CARB program.

3. Block grants to each of the four agencies with membership on the District Board for projects that reduce air pollution.
 - \$820,063 Inyo County
 - \$263,892 Mono County
 - \$51,956 Alpine County
 - \$364,089 Town of Mammoth Lakes

The guidelines for the block grants are attached. The guidelines are substantially the same as the CAPP I Block Grant Guidelines. Agencies will need APCO approval for projects to be paid with Block Grant funds. It is expected that all funds will be utilized by June 30, 2022, although the APCO can use his discretion to extend that deadline.

Fiscal Impact:

The project is fully funded by the CAPP Trust Fund.

Board Action:

Request the board approve the CAPP II Distributions, Guidelines, and Criteria, and authorize the APCO to sign all documents pertaining to CAPP II.

Attachments:

1. Woodstove Replacement Program Guidelines
2. Block Grant Guidelines



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 www.gbuapcd.org

CAPP II Block Grant Guidelines

January 2021

At its January 7, 2021 meeting, the Governing Board of the Great Basin Unified Air Pollution Control District (District) approved CAPP II block grants for payment to the four agencies represented on the Board. The following amounts are now available to each agency:

Inyo County: **\$820,063.**

Mono County: **\$263,892.**

Alpine County: **\$51,956.**

Town of Mammoth Lakes: **\$364,089.**

To be eligible for payment, a qualified agency representative must agree and adhere to the following guidelines:

- CAPP Block Grant funds are payable one time only and must be spent by June 30, 2022.
- CAPP Block Grant funds must be spent on projects that will or could result in real and local air quality improvement.
- CAPP Block Grant funds may be used to comply with existing air quality regulations and requirements.
- CAPP Block Grant funds may not be used to backfill previous expenditures, including any owed reimbursements.
- Prior to disbursing any CAPP Block Grant funds to a participating agency, the agency must provide CAPP administration with a brief project description, including estimated costs.
- Following the District Air Pollution Control Officer's (APCO) approval of project description, project funds will be paid to the agency for immediate use as approved.
- If the total balance of an agency's awarded amount is not committed, payments may be made incrementally with remaining amounts payable upon request and approval.

CAPP II Block Grant Guidelines - continued

- All project expenditures financed by CAPP II Block Grants must be tracked by the participating agency for general reporting purposes. Brief project summaries must be provided to the District's CAPP Administrator bi-annually and following the conclusion of the project's full implementation. Reports are due by July 31 for the period January-June, and January 31 for the period July-December.
- The District reserves the right to contact relevant agency staff for more frequent, informal updates and reporting if necessary.
- Participating agencies agree to provide the CAPP Administrator with all program cost and expense information as requested by the District.
- Any unspent CAPP II Block Grant funds remaining after June 30, 2022 shall be returned to the District to fund air pollution reduction projects unless the APCO extends the deadline in writing.

Please complete, sign and date below and provide original to CAPP Administrator.

Participating District Agency:

Agency Representative's Name:

Agency Representative's Title:

Agency Representative's Signature:

Date:

Return to: Susan Cash, CAPP Administrator
157 Short Street
Bishop, CA 93514
scash@gbuapcd.org

Potential Projects' Analysis

1	Courthouse Project (total)	\$770,000	PM10; Nox; CO	Project details below
1a	Court house retrofit project consultant to establish scope of work and cost of retrofit.	\$100,000	PM10; Nox; CO	The cost of implementation will be determined by the consultant; however, public works staff has a rough estimate of the funding for the project (see below 1b-d). The implementation of this project will reduce air pollution throughout Inyo County, the OVPA and beyond by reducing energy use.
1b	Courthouse Retrofit HVAC	\$270,000	PM10; Nox; CO	The implementation of this project will reduce air pollution throughout Inyo County, the OVPA and beyond by reducing energy use.
1c	Courthouse window replacement	\$200,000	PM10; Nox; CO	The implementation of this project will reduce air pollution throughout Inyo County, the OVPA and beyond by reducing energy use.
1d	Courthouse Roof (necessary for HVAC retrofit)	200,000	PM10; Nox; CO	The implementation of this project will reduce air pollution throughout Inyo County, the OVPA and beyond by reducing energy use.
2	Lone Pine Landfill solar project - solar panels will be used to provide power at the landfill and the use of an old diesel generator can cease.	\$50,000	PM10; Nox; CO	The implementation of this project will reduce air pollution throughout Inyo County, the OVPA and beyond by replacing an inefficient power source to a clean energy system.
3	Diaz Lake Surface Improvements Total	\$475,000	PM10	Project details below
3a	Diaz Lake Campground Road Paving	\$305,000	PM10	Paving approximately 76,032 sq. ft. of unpaved internal road circulation for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of OVPA dust and improve access for visitors and residents. Will result in significant dust control in OVPA.

3b	Diaz Lake Campground Parking Lots	\$65,000	PM10	Paving approximately 18,170 sq. ft. of unpaved dirt parking lots for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of OVPA dust and improve existing parking conditions for visitors and residents .Will result in significant dust control in OVPA.
3c	Diaz Lake Campground Pull-through camping Area	\$105,000	PM10	Paving approximately 20,880 sq. ft. of unpaved dirt internal circulation at popular, open to the public, year-round visitor destination. Will reduce measurable amounts of OVPA dust and improve existing parking conditions for visitors, employees and residents .Will result in significant dust control in OVPA.
4	Electric Vehicle Charging Stations Estimate is based on 1 charging station for Bishop and 1 charging station for Independence	\$12,000	PM10; Nox; CO	The cost of implementation will vary on the number of electric vehicle charging stations constructed; however, it is estimated that each will cost approximately \$6,000 to build. This project will encourage and provides the means for residents, visitors and County employees to shift away from fossil fuels to clean or zero emission vehicles. This project will reduce air pollution throughout Inyo County, the OVPA and beyond.
5	Millpond Surface Improvements Total	\$907,000		See Below
5a	Millpond Tennis Court Parking Lot	\$140,000	PM10	Paving approximately 35,000 sq. ft. of unpaved dirt parking lot for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of Bishop & OVPA dust and improve existing parking conditions for visitors, employees and residents .Will result in significant dust control in OVPA.
5b	Millpond South Parking Lot	\$611,000	PM10	Paving approximately 152,650 sq. ft. of unpaved dirt parking lot for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of Bishop & OVPA dust and improve existing parking conditions for visitors, employees and residents .Will result in significant dust control in OVPA.

5c	Road Improvements	\$5,000	PM10	Paving approximately 1,260 sq. ft. of unpaved internal road circulation connecting parking lot to tennis court. Will reduce measurable amounts of Bishop & OVPA dust and improve existing parking conditions for visitors, employees and residents .Will result in significant dust control in OVPA.
5d	North Restroom Parking Lot	\$151,000	PM10	Paving approximately 33,600 sq. ft. of unpaved dirt parking lot for popular, open to the public, year-round visitor destination. Will reduce measurable amounts of Bishop & OVPA dust and improve existing parking conditions for visitors, employees and residents. Will result in significant dust control in OVPA.
Total Grant		\$820,063		
Total amount projects		\$2,214,000		
Difference		\$1,393,937		



County of Inyo



County Administrator - Library

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Nancy Masters

SUBJECT: Purchase of Mobile Library Vehicle

RECOMMENDED ACTION:

Request Board: A) accept funding from the California State Library in the amount of \$173,685 for the purchase of a mobile library; B) declare Farber Specialty Vehicles the successful bidder for one (1) 2021 Mercedes Sprinter van customized for a mobile library; and C) authorize the purchase of the van in an amount not to exceed \$169,858.02.

SUMMARY/JUSTIFICATION:

Inyo County Free Library was awarded funding from the California State Library for a bookmobile, "Mountains to Deserts Mobile Library Service", in order to improve access to programs and materials throughout Inyo County. As the ongoing pandemic has demonstrated, the ability to pivot with changed circumstances and modify the way services are delivered is key to an effective library. With the support of the State Library, ICFL staff conducted extensive research into a vehicle that will be able to meet the challenges of Inyo's topography, operate with or without outside electrical power, utilize technology to meet patron needs, be able to carry a sizeable weight of reading material, among many other criteria. This resulted in the selection of a Mercedes Sprinter van, 144" wheelbase, 6 cylinder diesel engine, and with an engine-driven generator and battery pack.

The Library used the formal bid process and bids were sent to four vendors. (Due to supply chain shortages, most vendors are unable to procure these vehicles for many months and delivery was projected well outside of the State funding timeline.) Bids were received from two vendors. One bidder was not able to meet the timeline. Fortunately, Farber Specialty Vehicles has these vans in stock and can meet the time parameters. Farber Specialty Vehicle's bid was \$183,648.02, but library staff were able to work with them to reduce the final price to \$169,858.02. Remaining funds will be used to outfit the vehicle with materials and supplies. The expected receipt date is March 31, 2022. Costs associated with maintenance of the vehicle will be included in the Library's FY2022-23 budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept the California State Library funding and purchase of the mobile library. However, Library staff recommend that you approve this purchase due to this unique opportunity for enhancing

library services in all areas of Inyo County.

OTHER AGENCY INVOLVEMENT:

The California State Library will be providing funding for the mobile library vehicle.

FINANCING:

The purchase has been budgeted in the Library's FY21-22 budget 066700, Object Codes 5655 and 5232. Funding for purchase and outfitting the mobile library is being supplied by the California State Library in the amount of \$173,685. Funding for fuel and maintenance will be budgeted by Inyo County Free Library, estimated at \$2,500 annually.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 10/19/2021
Darcy Ellis	Approved - 10/19/2021
Amy Shepherd	Approved - 10/19/2021
Marshall Rudolph	Approved - 10/19/2021
Aaron Holmberg	Approved - 10/20/2021
Leslie Chapman	Final Approval - 10/21/2021



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Lucy Vincent

SUBJECT: Agreement with SmithWaters Group of Sacramento for provision of Patients' Rights Advocacy services

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and SmithWaters Group of Sacramento, CA for the provision of Mental Health Patients' Rights Advocacy in an amount not to exceed \$16,200 for the period of October 1, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

In accordance with California Welfare and Institutions code 5520 "Each local mental health director shall appoint, or contract for the services of, one or more county patients' rights advocates." The SmithWaters Group provides Patients' Rights Advocacy services in select counties throughout California. The services they provide include, but are not limited to, the following: 5150 Certification training for staff, complaint investigation and follow-up; developing working relationships with Behavioral Health; Public Guardian and independent provider staff, including the Wellness Center and Progress House; providing training and education to providers and clients about mental health law and patients' rights as needed; distributing materials, brochures, and state mandated patients' rights handbooks and posters; providing written quarterly statics and annual report of activities; participating on Inyo County committees (QIC, BHAB, etc.) as needed; providing 24 hour phone access for staff and clients; meeting in-person with clients or staff at least on a quarterly basis, serving as liaison with the state Office of Patients' Rights (COPR), Title IX advocates and Conservators in other counties.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

You could choose not to approve this contract. This would severely impede our ability to meet the requirements under WIC 5520.

OTHER AGENCY INVOLVEMENT:

Courts, Acute Psychiatric Hospitals

FINANCING:

Mental Health funds, including Mental Health Realignment and MHSA. This expense is budgeted in Mental Health (045200), in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Inyo-SmithWaters Group Standard Contract
2. Inyo Proposal
3. SmithWaters Group Brochure

APPROVALS:

Lucy Vincent	Created/Initiated - 10/19/2021
Darcy Ellis	Approved - 10/19/2021
Lucy Vincent	Approved - 10/19/2021
Marilyn Mann	Approved - 10/19/2021
Melissa Best-Baker	Approved - 10/20/2021
Marshall Rudolph	Approved - 10/20/2021
Amy Shepherd	Approved - 10/20/2021
Meaghan McCamman	Final Approval - 10/20/2021

AGREEMENT BETWEEN COUNTY OF INYO

AND The SmithWaters Group
FOR THE PROVISION OF Patients' Rights Advocacy **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Patients' Rights Advocacy services of The SmithWaters Group of Sacramento, 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 Marilyn Mann, whose title is: Interim Local Mental Health Director. 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 10/1/2021 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 Sixteen Thousand Two Hundred Dollars

(\$16,200) (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 N Main St, Ste. 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Frank SmithWaters</u>	Name
<u>3666 I Street</u>	Address
<u>Sacramento, CA 95816</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 The SmithWaters Group
FOR THE PROVISION OF Patients' Rights Advocacy **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: 
Signature

Print or Type Name

FRANK W. SMITHWATERS
Print or Type Name

Dated: _____

Dated: 10/1/2021

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 The SmithWaters Group
FOR THE PROVISION OF Patients' Rights Advocacy **SERVICES**

TERM:

FROM: 10/1/2021 **TO:** 6/30/2022

SCOPE OF WORK:

Please see attached Scope of Work. Contractor agrees to sign attached HIPAA Business Agreement.

AGREEMENT BETWEEN COUNTY OF INYO
AND The SmithWaters Group
FOR THE PROVISION OF Patients' Rights Advocacy

Scope of Work

Contractor shall provide County with a countywide program for patients' rights advocacy for consumers of behavioral health services in all hospitals, skilled nursing facilities, board and care homes, day programs, or other behavioral health care facilities, and will provide advocacy services to clients of the Inyo County HHS Behavioral Health (ICHHS-BH) who are residing independently within Inyo County. For Inyo County resident clients placed out of Inyo County, Contractor will act as a liaison with advocates from other areas.

1. Specific duties shall include, but not be limited to, the following:
 - A. Contractor shall respond to and investigate the requests of the patients or requests made on behalf of the patients by relatives, service provider or designated caregivers. Contractor will maintain a significant regular visible presence in the County for purposes of promoting greater access and services for all members of the behavioral health community. The advocate is also available to assist with medication and problem resolution related to behavioral health issues when needed.
 - B. Contractor shall also act in behalf of patients who are unable, because of their behavioral or physical condition, to request advocacy services but are in need of such services.
 - C. Contractor shall provide training and education including but not limited to behavioral health law and patients' rights statutes and regulations to behavioral health providers located in the County of Inyo. Training and educational services will be provided to all employees of the ICHHS BH Division as well as all contracted provider employees on minimally an annual basis. Select categories of employees (including but not limited to case managers, crisis team workers, etc.) shall receive more frequent trainings and updates as needed throughout the year. Specialty trainings (5150 documenting, rights violation documentation, etc.) will be scheduled on an "as needed" basis. Educational opportunities and trainings shall also be offered to all clients and community members throughout the year. Trainings will be provided in locations throughout the county that are accessible to all.
 - D. Contractor shall ensure that recipients of behavioral health services in all Inyo County licensed health and community care facilities are notified of their rights.
 - E. Contractor shall exchange information and cooperate with California Office of Patients' Rights as well as other advocacy programs throughout California that may have need for mutual information sharing.
 - F. Contractor shall meet with the ICHHS-BH designated leadership minimally on a

monthly basis to discuss ongoing trends, issues and successes, and shall provide written narrative and statistical update reports on a monthly basis, with both Quarterly and Annual Summaries. Contractor shall attend and participate in all meetings as requested by the ICHHS Deputy Director of Behavioral Health or designee to provide any insight and support to the promotion of services within the County. Contractor also has significant experience working within the client community and will assist with client-related opportunities.

2. Contractor shall comply with all the requirements regarding the confidentiality of patient information and records, including but not limited to WIC Section 5328, and Title 45, Section 205.50, of the Code of Federal Regulations. Patient's Rights Advocate will conform to all other applicable Federal and State statutes and regulations, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal False Claims Act, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the HIPAA Omnibus Final Rule, and HITECH Act of 2010, and will make her best effort to preserve data integrity and the confidentiality of protected health information.
3. Contractor shall maintain complete documentation of all requests, including the patient's name and all advocacy activities; this information shall be presented in report form to the ICHHS BH Director or designee no later than the fifth (5th) working day of the month following the month of service. The reports shall include information regarding patient's grievance, allegations, and resolutions.
4. Contractor shall meet with the ICHHS-BH Director or designee at reasonable times and places to facilitate open communications and resolution of problems.

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 The SmithWaters Group, 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 not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

The SmithWaters Group

By: _____

By: Frank Smithwaters

Print Name: _____

Print Name: FRANK SMITHWATERS

Title: _____

Title: DIRECTOR

Date: _____

Date: 10/1/2021

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND The SmithWaters Group

FOR THE PROVISION OF Patient's Rights Advocacy **SERVICES**

TERM:

FROM: 10/1/2021

TO: 6/30/2022

SCHEDULE OF FEES:

The fee for monthly services is \$1800 per month and is all inclusive.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND The SmithWaters Group

FOR THE PROVISION OF Patients' Rights Advocacy **SERVICES**

TERM:

FROM: 10/1/2021

TO: 6/30/2022

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 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-



The SmithWaters Group

Providing Mental Health Advocacy Services
In Select Counties Throughout California

Title IX Patients' Rights Advocacy Services For Inyo County

Proposal

This proposal provides for full Title IX Patients' Rights Advocacy Services. The services we provide will include the following:

- Complaint Investigation and complete follow-up
- Develop working relationships with Behavioral Health, Public Guardian and independent provider staff, also including but not limited to the Wellness and Recovery Centers and the current Adult Residential Facility
- Meet quarterly with the Behavioral Health Director or designee
- Provide training and education to both providers and service recipients about mental health law and patients' rights on an as-needed basis
- Ensure that all recipients of services are notified of their rights
- Distribution of related information materials, brochures, and the state mandated patients' rights handbooks and posters
- Provide written Quarterly Statistics and Annual Report of Activities
- Serve as Liaison with the state Office of Patients' Rights (COPR), Title IX advocates and Conservators in other counties

Additional Services include:

Mediation of any issues between staff and clients as well as client-to-client. Our goal is to assist in creating as stress-free an environment as possible.

Provide 5150 Certification Training to staff

Participate on County committees (QIC, Mental Health Board, etc) as needed.

Full participation as necessary in the grievance process.

24 hour phone access available to both staff and clients. The SmithWaters Group staff will be in Inyo County for any in-person meetings needed with clients or staff minimally on a quarterly basis.

The fee for monthly services would be \$1800. per month and would be all inclusive of the above identified services.

The SmithWaters Group was founded by Frank and Bill SmithWaters. With more than 50 years of combined experience working in the mental health community at the local, state and national level they have a firm commitment to ensuring that the rights of individuals receiving mental health services are upheld.

The SmithWaters Group is dedicated to ensuring that all individuals are able to thrive and live their lives in a manner that provides them with the greatest opportunity for success.

All of the staff of the SmithWaters Group have experienced life as both a provider of services and a recipient of services. We have a unique perspective of how the system functions and having that life experience is something we all draw from for effective advocacy. We value the diversity of life and incorporate that completely into our services.

The SmithWaters Group currently provides contractual direct advocacy services to the mental health community in select counties throughout California:

The SmithWaters Group

Main Office: Sacramento, Ca 95816

1-800-970-5816

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The SmithWaters Group

Providing Mental Health Advocacy Services



1-800-970-5816





Some Important Rights Guaranteed to you in the Mental Health System

Persons with mental illness have the same legal rights guaranteed all other persons by the federal constitution and laws, and the constitution and laws of the state of California, unless specifically limited by federal or state law or regulations. California Welfare and Institutions Code 5325 and 5325.1

You Have The Right To:

Timely access to care, including making services available 24 hours a day, 7 days a week, when medically necessary to treat an emergency psychiatric condition or crisis condition.

Respectful treatment by mental health practitioners, agency, clinic and hospital staff members and with due consideration for your dignity and privacy.

Receive information on available treatment options and alternatives, presented in a manner appropriate to your condition and ability to understand.

Informed consent to treatment and to prescribed medication.

Request to receive a copy of your medical records, and request that they be amended or corrected.

The right to access the services of a Title IX Patients' Rights Advocate at all times.

Confidential care and record keeping.

Be free from any form of restraint or seclusion used as means of coercion, discipline, convenience, punishment or retaliation as specified in federal rules about the use of restraints and seclusion in facilities such as hospitals, nursing facilities and psychiatric residential treatment facilities where you stay for treatment.

Receive services that are culturally competent, sensitive to language, to cultural differences and ethnic backgrounds.

Participate in planning your own treatment, in developing a treatment plan that includes the goals of treatment and the services that will be delivered.

Participate in decisions regarding your mental health care, including the right to refuse treatment.



The SmithWaters Group

Providing Mental Health Advocacy Services
In Select Counties Throughout California

The SmithWaters Group provides full Title IX Patients' Rights Advocacy Services in California.

Those counties we currently serve include:

- **Napa County Office of Patients' Rights**
- **Lake County Office of Patients' Rights**
- **Sonoma County Office of Patients' Rights**
- **Yolo County Office of Patients' Rights**
- **Sutter/Yuba Counties Office of Patients' Rights**
- **Del Norte County Office of Patients' Rights**

We represent the expressed interest of individuals in the mental health system.

We provide representation in 5250, 5270 and Medication Capacity/Riese Hearings. We handle complaint investigations and mediation between clients and providers when disputes arise.

We provide education about patients' rights, the civil involuntary hold process and governing statutes to clients, program staff, service providers, family members as well as individuals in the community.

We provide program consultation to a variety of behavioral health programs throughout the state.

The SmithWaters Group Staff

Frank SmithWaters Director



Frank has been involved in the mental health system for more than 30 years. He has experienced life as both a consumer and provider of mental health services. Frank was one of the individuals that worked early in the system to develop self-help centers in California and ultimately was successful in bringing to Sacramento its first client driven Patients' Rights program. Frank later expanded his involvement with Patients' Rights and became the Director of the California Office of Patients' Rights. For many years he provided oversight with his dedicated staff to advocacy in all State Hospitals in California and technical assistance to County programs. Frank has worked at both the state and national level to ensure that the interest of clients in the mental health system are valued and respected. Eventually Frank pursued providing consulting services to many mental health programs over the years. In 2013 Frank and his husband Bill decided to launch their own advocacy firm and now provide advocacy services to counties throughout California.

Bill SmithWaters Program Director



Bill's first exposure to the mental health system came at the age of 15. He learned early on what it meant to be disrespected in life and not offered opportunities that were available to only those with the means and connections. Bill became involved in the provision of mental health advocacy services initially as a volunteer with the California Office of Patients' Rights where skills that he developed while in the military became an invaluable tool in ultimate reform in oversight of state hospital procedures. In 2005 Bill joined the Sacramento County Office of Patients' Rights and worked as an advocate in both Sacramento and Yolo Counties. He became Director of the Sacramento Wellness and Recovery Center, providing oversight to staff and ensuring that self-help opportunities were always available to clients that participated in the program.

When Frank and Bill decided to create the advocacy firm Bill chose to take on the role of Program Director and has oversight of the daily advocacy operations of the organization.

Solomae Mora
Office Logistics Coordinator/Title IX Patients' Rights Advocate



Solomae was raised in a setting that had keen awareness of the struggles of mental illness. Both her grandmother and her uncle suffered from mental illness. She witnessed first-hand the trials that many families suffer through when mental illness becomes a part of daily life. Solomae chose a career path of assisting all individuals with their healthcare needs. She became a Certified Nursing Assistant direct out of high school. She became interested in the plight of adults suffering from severe mental illness and dementia and went on to become a licensed RCF Facility Director. Her interest in advocating for the rights of clients in this system led to her joining our team in 2015. She is a dedicated advocate for the rights of individuals that are part of the mental health community. She currently is providing all logistics services to the organization and is in the middle of course studies for psychiatric nursing.

Jackie Shepherd
Title IX Patients' Rights Advocate



Jackie joined the SmithWaters Group as a Patients' Rights Advocate in 2016 after an entire career of helping others in the mental health system. Jackie is a consumer/survivor and has worked for years ensuring that the rights of individuals in the system are upheld. As a consumer she worked always to help those that did not have their own voice and provided the support many needed to become successful at life. Jackie worked in client driven programs throughout the years, culminating as Program Director for People Empowering People, which oversaw a mental health client-directed Center in Napa. The Center provided a safe place for clients to come and be themselves without fear of judgement of those around them. Jackie's ability to assist individuals is well-known throughout the client community. Jackie was the recipient of the 2017 Sally Zinman Award – given to those people that have made a difference in the lives of others throughout their lifetime.

Mellony Torres

**Title IX Patients' Rights Advocate
TBI Specialist**



Mellony has had a long career working in the healthcare industry, specializing in the provision of therapeutic services to individuals with traumatic brain injury. Throughout her career working with this population she always has a passion for assisting individuals through any difficult situation they would encounter. She witnessed extraordinary practices of discrimination against individuals that had little to no opportunity to fend for themselves. We immediately saw the importance and value of having Mellony on the SmithWaters Group team and she began working with us in 2017. Her services have become invaluable in working with not only our clients that are involuntarily held in locked facilities, but also in working with specialized issues that we encounter with individuals having crossover disabilities. Mellony's passion for protecting the rights of individuals and her ability to apply the law to difficult cases is invaluable.

Michell Chisham

Title IX Patients' Rights Advocate



Michell has had an outstanding career as a Psychiatric Technician and has worked in several settings throughout California. Michell's passion for ensuring that the needs of her clients in locked facilities are met is well-known. Michell tackles difficult issues head-on and is not afraid when necessary to confront an issue with the intent of having her clients' needs met and at the same time making certain that both staff and clients have an understanding of why a change was important. Michell approached us in 2018 with the possibility of working as an advocate as part of a transition in her career. Having been familiar with the working style and ethics that Michell has we welcomed her into the SmithWaters Group with open arms. Michell has an uncanny ability to work calmly and methodically with difficult clients and staff alike – and achieve results that were thought to be unreachable.

Matt Ulm

**Title IX Patients' Rights Advocate
AOD Specialist**



Matt has experienced life as both a recipient of services and as a provider. Matt became involved with the mental health/AOD system at an early age. For more than 20 years he endured homelessness, multiple hospitalizations and treatment programs that did prove effective in dealing with his mental health and addiction issues. He reached a point in life that he had literally no choice but to find a new path. He entered into a system that he fully embraced and ultimately developed the skills to be able to help others.

Matt became a natural fit into the role of a Patients' Rights Advocate. He has an ability to relate to the struggles that many of our clients face and has become the voice that they many times are not able to be. Matt has dedicated his life to the recovery process and has provided assistance to countless individuals that have needed the appropriate support in life.

Marsha Ballard

Title IX Patients' Rights Advocate



Marsha is a valuable addition to the SmithWaters Group staff. Marsha began her patients' rights career working in the Sacramento County Office of Patients' Rights for more than a decade. She is well known in the community as a person that has the ability to be empathetic and compassionate – and at the same time be a fierce fighter for rectifying injustices in the mental health system.

Marsha maintained a keen interest in assisting individuals when she retired. After significant pleading she agreed to return to the forum with The SmithWaters Group. Her knowledge of mental health law is stellar. Her ability to relate to the struggles that many clients face in the system is an important component to the overall success of our program. Marsha understands the value of working relationships with providers to be able to successfully advocate for her clients.

Callum Hancock

Title IX Patients' Rights Advocate



Callum is the most recent addition to The SmithWaters Group. Callum brings a passion for working with underserved and often ignored populations – and ensuring that their voices are heard. Callum has worked as Outreach Director for the LGBTQ Center in Sacramento and most recently was a Peer Navigator, helping folks work through the complexities of the mental health and AOD systems. Callum's dedication to ensuring that the rights of individuals are protected is a quality strongly admired in the advocacy world.



The SmithWaters Group

Providing Mental Health Advocacy Services
In Select Counties Throughout California

Who We Are

Frank and Bill SmithWaters have worked in the mental health community for more than a combined 50 years of service. Frank has been involved with Patients' Rights programs since 1990 with the creation of the first consumer driven Patients' Rights program in Sacramento County. For many years he served as Director for the State Office of Patients' Rights.

Bill has been involved with Patients' Rights programs at both the state and local level. Additionally he was the Director of the Wellness and Recovery Center in Sacramento. He currently oversees daily operations in all of our county-based programs.

Our advocates are extremely dedicated to ensuring that the voice of the client does not go unheard. Many have been involved in the mental health client movement as well as providing client advocacy services throughout the region. Their knowledge, willingness to assist and dedication is unparalleled.

We are all committed to ensuring that the rights of all clients in the mental health community are observed and protected.

The SmithWaters Group currently provides mental health advocacy services in Sonoma, Napa, Lake, Yolo, Sutter, Yuba and Del Norte Counties.



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Tyler Davis

SUBJECT: UC Davis Training Contract

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575.00 for the period of November 1, 2021 through June 30, 2022, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in participating counties. UC Davis maintains evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel costs and time away from the office for employees. This year's contract will provide 30 units (days) of on-site training throughout the fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

BACKGROUND/HISTORY OF BOARD ACTIONS:

None

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

OTHER AGENCY INVOLVEMENT:

We routinely invite others to the training sessions where appropriate: Additional Health and Human Services

staff, community partners, and other County departments (past trainings have included staff from Probation, Public Works and Child Support).

FINANCING:

State and Federal funding and Social Services Realignment. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. FY 21-22 UC Davis Contract

APPROVALS:

Tyler Davis	Created/Initiated - 10/11/2021
Darcy Ellis	Approved - 10/12/2021
Tyler Davis	Approved - 10/12/2021
Marilyn Mann	Approved - 10/13/2021
Melissa Best-Baker	Approved - 10/14/2021
Aaron Holmberg	Approved - 10/14/2021
Marshall Rudolph	Approved - 10/14/2021
Amy Shepherd	Approved - 10/14/2021
Marilyn Mann	Final Approval - 10/14/2021

TRAINING SERVICES AGREEMENT
(INYO COUNTY HEALTH AND HUMAN SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and INYO COUNTY HEALTH AND HUMAN SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User’s personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable)

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term: The term of this Agreement shall be from November 1, 2021 and continue through June 30, 2022. All courses must be completed by June 30, 2022.
3. Payment: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days’ written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.
7. Non-Liability of University:
- a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
 - b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
 - c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.
8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
- a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
 11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
 12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
 13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
 14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
- a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“**CANRA**”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Jaime Dyson
Financial Services Analyst III
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: jndyson@ucdavis.edu

USER
Tyler Davis
Administrative Secretary
Inyo County
Health and Human Services
1360 N Main Street
Bishop, CA 93514
E-mail: tdavis@inyocounty.us

ADDITIONAL UNIVERSITY
Jennifer Lowery
Research Analyst III
Continuing & Professional Education
University of California, Davis
1333 Research Park Drive
Davis, CA 95618
E-mail: jndavis@ucdavis.edu

ADDITIONAL USER
Keri Oney
Deputy Director
Inyo County
Health and Human Services
1360 N Main Street
Bishop, CA 93514
E-mail: koney@inyocounty.us

21. Attorneys’ Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

- 22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
- 23. Governing Law: This Agreement shall be construed pursuant to California law.
- 24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
- 25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
- 26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

**INYO COUNTY
HEALTH AND HUMAN SERVICES**

By: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

By: _____
(authorized signatory)

Print Name: _____

Date: September 28, 2021

Date: _____

EXHIBIT A

TRAINING PROGRAM

1. 30.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
30.00	\$ 4,250.00	\$127,500.00	Total Contract Amount
		(\$8,925.00)	Less CPE 7% Cost Share
		\$118,575.00	Total Client Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Lucy Vincent

SUBJECT: Ratify and approve MOU with Center for Reflective Communities for provision of Reflective Parenting Training

RECOMMENDED ACTION:

Request Board ratify and approve the Memorandum of Understanding between the County of Inyo and the Center for Reflective Communities of Los Angeles, CA for the provision Reflective Parenting Training in an amount not to exceed \$20,000 for the period of October 1, 2021 through June 30, 2022 and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

Reflective Parenting Center for Reflective Communities (CRC) Training in RPP is available to Licensed or pre-licensed mental health professionals (under licensed supervision), as well as early childhood specialists and parent educators. This series of training helps clinicians develop skills to assist others in de-escalation in the moment to build the ability for caregivers and the youth to be able to reach a stance of reflection to produce growth within the context of a relationship. There are three levels of RPP training: Level 1, Level 2 and Level 3. We are requesting Level 1 training for clinicians and community providers, Level 2 training for clinical level staff, and Level 3 training for identified individuals community-wide, who will become trainers of the model.

Level 1: Reflective Fundamentals, is an interactive 2-day workshop that provides participants with a deep knowledge base regarding attachment and mentalization, illustrative clinical vignettes and role-playing exercises designed to engage participants in developing strategies for interventions with parents of differing attachment styles. Level 1 is a prerequisite for Level 2 training. Tentative dates of Level 1 training are October 20, 21, 25 and 26, 2021. Training sessions will be held from 9:00 am to 12:00 pm.

Level 2: is training to become an RPP Group Co-Facilitator. A pair of trainee co-facilitators is assigned a supervisor, who provides 6 hours of preimplantation to evaluate parents and set up the group, followed by 14 (1.5 hour) weekly supervisory sessions to review video/ content of the group for training purposes, discuss what happened in the prior week's workshop and to prepare for the next week's workshop. Level 2 is a prerequisite for Level 3 training, which is a "train the trainer" module.

We will be using FURS funding from Social Services to provide this training to all divisions of HHS, Probation, Community partners and other interested parties.

This comes before your Board for ratification, as the result of an oversight by the department during the retirement of the former Deputy Director. We are requesting the Board to ratify and approve the MOU and authorize Marilyn Mann to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this MOU. This would result in an inability to access this training within our community.

OTHER AGENCY INVOLVEMENT:

Inyo County Probation, all HHS Divisions, Community Partners and other interested parties.

FINANCING:

State and Federal Funding. This expense was budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. Inyo County Memorandum of Understanding

APPROVALS:

Lucy Vincent	Created/Initiated - 9/17/2021
Darcy Ellis	Approved - 9/17/2021
Lucy Vincent	Approved - 9/20/2021
Melissa Best-Baker	Approved - 9/20/2021
Keri Oney	Approved - 10/7/2021
Marshall Rudolph	Approved - 10/8/2021
Amy Shepherd	Approved - 10/12/2021
Marilyn Mann	Final Approval - 10/15/2021

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is made effective as of September 21, 2021 by and between **Inyo County Behavioral Health (hereinafter referred to as "Agency")**, and **Center for Reflective Communities (hereinafter referred to as "CRC")** of 1990 Bundy Dr. #320, Los Angeles, CA 90025.

This Agreement will terminate automatically upon completion of the agreed upon Reflective Parenting Training. This Agreement specifically addresses the Reflective Parenting Program content details as well as total costs for series. The parties hereto hereby agree as follows:

Payment Rates and Procedures

Level 1: Reflective Parenting Fundamentals

Training consists of twelve (12) training hours which can be divided into two (2) or four (4) training days with lecture, discussion, video. Up to twenty-four (24) participants, plus three (3) auditors total may attend the Level 1 training. Prerequisites: Licensed or agency-supervised pre-licensed mental health professionals with infant, early childhood, or child experience. CRC offers 12 CE credits for licensed psychologists, LCSWs, LMFTs, and RNs. Training dates are October 20, 21, 25 & 26, 2021. Each day training will run from 9 am - 12 pm.

Fees: \$600 per person for Agency-hosted or online training for up to 12 participants (min 10)
\$9,000 for Agency-hosted or online training for 13-24 participants

Level 2: RPP Facilitator Training

Following completion of level 1 training, participants may embark on Level 2 training. Level 2 training hours consist of 6.5 hours of pre-implementation supervision and 21 hours of group supervision and 2 hours individual supervision.

Fees: 2 Trainees = \$8,000
3 Trainees = \$9,500
4 Trainees = \$11,000

AGENCY: By: _____ Date: _____

CRC: By:  _____ Date: 9/21/21
Matt Albert
Executive Director
Center for Reflective Communities



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Justine Kokx

SUBJECT: Staffing Vendor Agreement between Sierra Employment Services, Inc. of Mammoth Lakes, CA and Inyo County

RECOMMENDED ACTION:

Request Board ratify and approve Staffing Vendor Agreement between Sierra Employment Services, Inc. (SES) of Mammoth Lakes, CA and Inyo County for the provision of temporary employment services to the Inyo County Public Works Department for the period of October 1, 2021 through June 30, 2026.

SUMMARY/JUSTIFICATION:

Inyo County Public Works Department has experienced an extended series of vacancies in the Engineering division. The Public Works and Human Resources Departments have advertised the positions on various websites and in various publications and received no qualified professionally licensed applicants. SES has indicated an ability to supply Inyo County with a qualified applicant. Public Works wishes to review the candidate's qualifications, but without a Staffing Vendor Agreement, the firm will not release the candidate's resume and qualifications to the County. This action would not be an authorization to hire, but a contract between SES and The County of Inyo establishing a relationship allowing SES to submit potential candidates. This contract covers specific details that would be effective if the County hired from or through SES. The option to access a qualified candidate on a temporary basis would provide an additional layer of flexibility in the event of future vacancies in Inyo County Public Works. The Department of Public Works would need to obtain additional approval from your Board in order to actually employ a temporary full-time employee through SES.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Staffing Vendor Agreement with Sierra Employment Services, Inc. This is not recommended as this Agreement would allow Inyo County the ability to access qualified candidates in the future.

OTHER AGENCY INVOLVEMENT:

County Counsel
Risk Manager

Personnel
Auditor
Sierra Employment Services, Inc.

FINANCING:

No financial impact at this stage. This Agreement simply allows Inyo County Public Works to access temporary employment services, which would require Board approval at a later date.

ATTACHMENTS:

1. SES County Staffing Agreement 2021

APPROVALS:

Justine Kokx	Created/Initiated - 9/29/2021
John Pinckney	Approved - 9/30/2021
Michael Errante	Approved - 9/30/2021
Breanne Nelums	Approved - 9/30/2021
Darcy Ellis	Approved - 10/1/2021
Marshall Rudolph	Approved - 10/7/2021
Aaron Holmberg	Approved - 10/7/2021
Amy Shepherd	Approved - 10/12/2021
Sue Dishion	Approved - 10/14/2021
Michael Errante	Final Approval - 10/14/2021

PRIMARY STAFFING VENDOR AGREEMENT

IT IS HEREBY AGREED by and between STAFFING FIRM (“STAFFING FIRM”), **Sierra Employment Services, Inc.** and **Inyo County, State of California** (“CLIENT”),

WHEREAS, STAFFING FIRM is engaged in the business of assigning its employees to perform services for clients, and providing related management and human resource services; and

WHEREAS, CLIENT desires to engage STAFFING FIRM to provide such services and to coordinate the provision of such services by other staffing firms (“SUBCONTRACTORS”) as may be necessary to meet CLIENT’s staffing needs;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

1. For purposes of this Agreement, “CLIENT” refers to and includes the entity named above and its parents, subsidiaries, affiliates, and successors. This includes CLIENT’s facilities located within Inyo County limits.
2. For purposes of this Agreement, “STAFFING FIRM” refers to and means **Sierra Employment Services, Inc.** and its parents, subsidiaries, affiliates, and successors.

DUTIES OF STAFFING FIRM

3. Primary Vendor: STAFFING FIRM shall provide to CLIENT the services of its employees or of STAFFING FIRM’s SUBCONTRACTORS’ employees (“Assigned Employees”) as requested by CLIENT. CLIENT shall use the services of STAFFING FIRM as a vendor provider of Assigned Employees for CLIENT. STAFFING FIRM shall manage the provision of services to CLIENT by STAFFING FIRM and its SUBCONTRACTORS in accordance with the provisions of this Agreement. Requests by CLIENT to STAFFING FIRM to perform under this Agreement may be made by the County Administrator or the Human Resource Manager only. Requests to STAFFING FIRM for work or services to be performed under this Agreement will be based upon CLIENT’s need for such services. This is a non-exclusive agreement for services, and CLIENT remains free to contract with other vendors of employees and staffing services should it so desire. CLIENT makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of STAFFING FIRM by CLIENT under this Agreement. By this Agreement CLIENT incurs no obligation or requirement to request from STAFFING FIRM the performance of any services or work at all, even if CLIENT should have some need for such services or work during the term of this Agreement.
4. Responsibilities of STAFFING FIRM: STAFFING FIRM agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers’ compensation claims involving Assigned Employees with respect to compensation that STAFFING FIRM has agreed to pay, and to require by written contract that its SUBCONTRACTORS agree to comply with these responsibilities for all Assigned Employees they provide. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by

CLIENT to its direct employees. STAFFING FIRM shall require all Assigned Employees to sign an agreement, annexed hereto as Exhibit A, acknowledging their understanding that they are not entitled to CLIENT benefits offered to its direct employees and waiving any right that may be deemed to exist or that may come into existence with respect to such benefits.

5. Client Executive: STAFFING FIRM shall designate and provide at no charge to CLIENT a STAFFING FIRM official to serve as liaison with CLIENT in overseeing the implementation of this Agreement.

6. Intentionally left blank.

7. Selection and Background Checks: STAFFING FIRM shall recruit, interview, and skills test, screen, and ensure compliance with legally required pre-employment obligations and require by written contract all of its SUBCONTRACTORS to do the same for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at CLIENT.

8. Other Background Checks: Possible other checks include criminal conviction record, education, drug testing, credit searches, etc. Such additional checks will be done when mutually agreed upon by CLIENT and STAFFING FIRM, but CLIENT understands that such checks will be billed at a cost to the CLIENT.

9. Industry-specific Checks: Possibilities include security clearances, license/permit verifications, fingerprinting for financial services positions, etc. Such additional checks will be done when mutually agreed upon by CLIENT and STAFFING FIRM, but CLIENT understands that such checks will be billed at a cost to the CLIENT.

10. Reports: STAFFING FIRM shall produce such reports as CLIENT may reasonably request pertaining to Assigned Employees. STAFFING FIRM shall furnish to CLIENT any other reports in such formats and at such intervals as CLIENT may reasonably request.

11. Coordinated Billing: STAFFING FIRM shall coordinate all billing from and payments to any SUBCONTRACTORS and CLIENT shall receive one invoice for each period in which services are provided.

12. Subcontractors: STAFFING FIRM will evaluate CLIENT's staffing needs and STAFFING FIRM's ability to meet those needs. If STAFFING FIRM determines that additional sources of Assigned Employees are needed, then STAFFING FIRM shall identify, screen, and select appropriate SUBCONTRACTOR(s) to provide such Assigned Employees. Such SUBCONTRACTOR shall execute an agreement [to be negotiated between the Primary Vendor and the SUBCONTRACTOR] prior to providing any Assigned Employees to CLIENT.

13. Insurance.

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

DUTIES OF CLIENT

14. Payment for Services:

A. Compensation. CLIENT shall pay STAFFING FIRM in accordance with the STAFFING FIRM's then-prevailing hourly rates for the services and work which are performed by STAFFING FIRM at CLIENT's request. Said rates shall be disclosed to CLIENT, and mutually agreed upon, on or about the time CLIENT requests services but prior to any work being performed under this Agreement. STAFFING FIRM shall notify CLIENT in advance of any change in the quoted rate for a specific Assigned Employee who is performing services, and obtain CLIENT's prior approval to the changed rate before providing continued services with that Employee. CLIENT's signature on STAFFING FIRM's or SUBCONTRACTOR's timesheets certifies that the hours shown are correct and that the work was performed to CLIENT's satisfaction and authorizes STAFFING FIRM to bill CLIENT for the hours worked by the named Assigned Employee.

B. Travel and Per Diem. STAFFING FIRM will not be paid or reimbursed for travel expenses or per diem which STAFFING FIRM incurs in providing services and work requested by CLIENT under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, STAFFING FIRM and its Assigned Employees, officers, subcontractors, successors, and assigns shall not be entitled to, nor receive, from CLIENT, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, STAFFING FIRM and its Assigned Employees, officers, subcontractors, successors, and assigns shall not be entitled, by virtue of this Agreement, to consideration in the form of 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. Billing and Payment. STAFFING FIRM shall submit to CLIENT, once a month, an itemized statement of all services and work that were completed at CLIENT's request. This statement will be submitted to CLIENT 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 that were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, CLIENT shall make payment to STAFFING FIRM on the last day of the month..

E. Federal and State Taxes.

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

(2) CLIENT shall 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 the Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

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

15. Conversion Fees:

STAFFING FIRM (and all SUBCONTRACTORS in their written agreements with STAFFING FIRM) shall waive its right or claim to any placement fee, conversion fee, or liquidated damages in the event CLIENT hires directly on to its own payroll or engages as an independent contractor any Assigned Employee after such Assigned Employee has worked at CLIENT's facility for the maximum period of time permitted by Government Code section 31000.4, provided that CLIENT has paid to STAFFING FIRM all invoiced amounts for such Assigned Employee. In the event that CLIENT hires or engages as an independent contractor any Assigned Employee prior to such 90 day period, STAFFING FIRM shall receive a placement fee in the amount of 10% of the Assigned Employee's annualized regular salary wages for every Assigned Employee CLIENT hires directly on to its own payroll or engages as an independent contractor.

This section shall not apply to the situation where an Assigned Employee who has never provided services under this Agreement applies on his or her own initiative for employment with CLIENT. In that event, CLIENT may hire said Assigned Employee without any prior discussion with STAFFING FIRM and no fee of any kind shall be owing to STAFFING FIRM as a result.

16. No Payroll Transfer: CLIENT agrees not to directly or indirectly cause or permit any Assigned Employee assigned to CLIENT by STAFFING FIRM or SUBCONTRACTOR pursuant to this Agreement to transfer to another entity's payroll, or to perform services for CLIENT while on the payroll of any person or firm other than STAFFING FIRM or SUBCONTRACTOR during the term of this Agreement and for a period of 90 days after such Assigned Employee's assignment at CLIENT ends. If CLIENT violates this paragraph, then CLIENT shall pay to STAFFING FIRM a fee in the amount of 10% of the Assigned Employee's annualized regular salary and wages, or one thousand five hundred dollars (\$1500.00), whichever figure is higher.

This section shall not apply to the situation where an Assigned Employee who has never provided services under this Agreement applies on his or her own initiative for employment with CLIENT. In that event, CLIENT may hire said Assigned Employee without any prior discussion with STAFFING FIRM and no fee of any kind shall be owing to STAFFING FIRM as a result.

17. No Staff Hires: CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 90 days thereafter without the prior written consent of the other

party. The term “staff employee” does not mean “Assigned Employee,” but rather refers to an employee of staffing firm who works at the premises of the STAFFING FIRM and assists in running the firm but is not themselves “assigned” to work at the premise of a CLIENT. Any party violating this paragraph shall pay to the other party a fee in the amount of 10% of the employee’s annualized regular salary and wages.

This section shall not apply to the situation where an Assigned Employee who has never provided services under this Agreement applies on his or her own initiative for employment with CLIENT. Nor shall this section apply to the situation where more than 90 days have passed since an Assigned Employee last performed services for CLIENT under this Agreement. In such situations, CLIENT may hire said Assigned Employee without any prior discussion with STAFFING FIRM and no fee of any kind shall be owing to STAFFING FIRM as a result.

18. Limitations:

a. CLIENT agrees that it will not entrust Assigned Employees with cash, checks, credit cards, merchandise, negotiable instruments, or other valuables without the express prior written permission of STAFFING FIRM and/or SUBCONTRACTOR and then only under STAFFING FIRM’s or SUBCONTRACTOR’s direct supervision and control. The term “valuables” does not include any office equipment, including but not limited to computers, calculators, desk sets, typewriters, phones, fax machines, copiers, televisions, radios, cameras, or other audio-video equipment found in offices or conference rooms, regardless of whether owned by CLIENT or by its officers, agents, or employees.

b. CLIENT will not request or permit any Assigned Employee to use any vehicle or operate machinery regardless of ownership, in connection with the performance of services for CLIENT. These restrictions may be waived only if such waiver is obtained in writing from the President/CEO of the STAFFING FIRM.

c. CLIENT agrees that Assigned Employees will only work on jobs for which they were hired and trained. Any variances must be reported to STAFFING FIRM.

d. CLIENT agrees to notify STAFFING FIRM immediately if an Assigned Employee has an unexcused absence, is tardy, insubordinate, dishonest, or uncooperative, threatens or engages in violence, leaves work without permission, violates company rules of conduct or safety, destroys company property, reports to work under the influence of drugs or alcohol or is acting in an intoxicated or suspicious manner or any other reason the CLIENT feels Assigned Employee is inappropriate.

NO GUARANTEE OF RATES

19. As discussed above, CLIENT will pay STAFFING FIRM’s then prevailing rates for services, at the time a request for services is made, and CLIENT understands that said rates may change from time to time during this Agreement. Notwithstanding, once STAFFING FIRM has quoted a specific rate to CLIENT for a particular staffing service, that rate shall apply to the services unless and until STAFFING FIRM has provided CLIENT with advance notice of any change in said rate, such that CLIENT may decide whether to discontinue services in light of the changed rate before services are actually rendered.

INDEPENDENT CONTRACTOR

20. The services which STAFFING FIRM and its SUBCONTRACTORS shall render under this Agreement shall be as an independent contractor with respect to each other and to CLIENT. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT, or any SUBCONTRACTOR and CLIENT.

21. STAFFING FIRM and SUBCONTRACTORS shall provide workers' compensation insurance coverage for Assigned Employees (except that STAFFING FIRM's workers' compensation liability may be limited in certain cases as provided in paragraphs 20b. and 47f.). The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employees assigned to CLIENT's facility. Excluding emergencies, STAFFING FIRM must be contacted before an Assigned Employee sees a doctor. CLIENT understands that STAFFING FIRM will coordinate appropriate treatment (unless it is an emergency) at a Preferred or Exclusive Provider. CLIENT understands that a qualified representative of STAFFING FIRM will be allowed to obtain a report after and accident or injury to insure proper disposition of possible claims.

OSHA COMPLIANCE

22. Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable federal, state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to CLIENT's workplaces owned, leased or supervised by CLIENT and to which STAFFING FIRM's Assigned Employee are requested to work, except as may be otherwise agreed in writing signed by the parties hereto. CLIENT also agrees to provide safety equipment, protective clothing and other health and safety devices necessary or required by law, or used by CLIENT's employees in the performance of similar work.

EEO COMPLIANCE

23. CLIENT and STAFFING FIRM affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and STAFFING FIRM agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and STAFFING FIRM agree to cooperate in the prompt investigation and resolution of such complaint.

FMLA COMPLIANCE

24. CLIENT and STAFFING FIRM agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including but not limited to the Family and Medical Leave Act, the California Family Rights Act, the Pregnancy Disability Law, and any similar state or local law, CLIENT shall cooperate in STAFFING FIRM's compliance with any such requirements.

In no event shall this section be construed as assigning or transferring to CLIENT any legal responsibility for STAFFING FIRM's compliance with such laws.

RIGHT TO AUDIT AND CONFIRM COMPLIANCE

25. Upon reasonable written notice to STAFFING FIRM, CLIENT may inspect STAFFING FIRM's records to verify STAFFING FIRM's compliance with this Agreement.

CONFIDENTIALITY

26. CLIENT's Confidential Information: STAFFING FIRM acknowledges that it or its Assigned Employees may be given access to or acquire information which is proprietary to or confidential to CLIENT or its affiliated companies and their clients and customers. Any and all such information obtained by STAFFING FIRM shall be deemed to be confidential and proprietary information. STAFFING FIRM agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to CLIENT. STAFFING FIRM agrees to direct Assigned Employees to keep such information confidential, and to require Assigned Employees to enter into Confidentiality Agreements in the form annexed hereto as Exhibit B before being assigned to CLIENT.

27. STAFFING FIRM's Confidential Information: CLIENT acknowledges that during STAFFING FIRM's performance under this Agreement, CLIENT may be given access to or acquire Confidential Information of STAFFING FIRM (as defined below), all of which provides STAFFING FIRM with a competitive advantage and none of which is readily available. CLIENT agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company soliciting or requesting information from the CLIENT as a public record under the California Public Records Act (except under the authority of STAFFING FIRM or if ordered to do so by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. CLIENT also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information as a public record under the Public Records Act. As used herein, STAFFING FIRM's "Confidential Information" means: all information regarding STAFFING FIRM's Assigned and Staff Employees, including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information. The intention of this section is to prevent third parties, including but not limited to other vendors of staffing services, from obtaining information about Assigned Employees from CLIENT for purposes of "poaching" STAFFING FIRM's Assigned Employees or otherwise obtaining a competitive advantage over STAFFING FIRM. This section is not intended to affect or prevent any disclosures of information related to Assigned Employees as can and will occur in the ordinary course of an Assigned Employee's services to CLIENT, nor shall it apply to any disclosure or report that CLIENT is legally required to make.

ASSIGNMENT OF COPYRIGHTS AND PATENTS TO CLIENT

28. Any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work performed by Assigned Employees, or relating to matters disclosed to Assigned Employees in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by Assigned Employees, solely or jointly with others, during the term of any assignment (regardless of whether conceived or developed during working hours) or during a period of one (1) year thereafter, shall

be the property of CLIENT as “work made for hire” to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries and/or inventions. Assigned Employees shall, during any assignment with CLIENT or any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon. All Assigned Employees shall sign an agreement, attached hereto as Exhibit C, confirming the provisions contained in this paragraph 30.

COOPERATION

29. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings which may be brought by or involve any of the Assigned Employees.

TERM AND TERMINATION

30. a. Unless sooner terminated, the initial term of this Agreement shall be from the date it is signed by both parties until February 18, 2021, at which point it shall automatically renew for another 12 months (one fiscal year), and each year thereafter, unless modified or terminated in accordance with the provisions of this Agreement. The parties agree to waive any notice prior to automatic renewal of this Agreement that may be required by state law.

b. This Agreement may be terminated without cause by either party upon 14 days’ written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:

As to STAFFING FIRM:

Name: Meghan Stevens
Title: CEO/President
Company: Sierra Employment Services, Inc.
Address: P.O. Box 362,
Mammoth Lakes, CA 93564

With a copy to:

As to CLIENT:

Name: _____
Title: County Administrative Officer
Company: Inyo County
Address: P.O. Box N
Independence, CA 93526

With a copy to:

c. Either party may designate a different person to whom notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

d. Notwithstanding any other provision of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make

any payments within the time periods specified in this Agreement, either party may terminate this agreement upon 48 hours' written notice.

31. Notwithstanding any other provision of this Agreement, if CLIENT terminates this Agreement or notifies STAFFING FIRM of its intent to terminate this Agreement, and CLIENT desires to have all or some of the Assigned Employees continue to work at CLIENT's facilities, CLIENT shall have the following options:

a. To pay STAFFING FIRM as a conversion fee (1) of 10% of the Assigned Employee's annualized compensation or for each such Assigned Employee then assigned to CLIENT (or who was assigned to CLIENT during the preceding 520 hours) who is engaged by CLIENT as an independent contractor or hired directly by CLIENT, and (2) 10% of the Assigned Employee's annualized compensation for each such Assigned Employee who is transferred to or placed on the payroll of any other firm or person and who continues to perform services for CLIENT or at CLIENT's facility; or

b. To continue to pay STAFFING FIRM for such Assigned Employee's services at STAFFING FIRM's billing rate in effect at the time of the termination of the Agreement for any services performed by such Assigned Employee for a one-year period following the cancellation of this Agreement.

32. In the event that paragraph 33 is triggered due to CLIENT's termination of the Agreement and desire to have all or some of the Assigned Employees continue to work at CLIENT's facilities, CLIENT shall notify STAFFING FIRM which of the options in paragraph 33 it elects, in writing, at least no more than five (5) days prior to the date it intends to terminate this Agreement and to make such payments as may be required as soon as practicable thereafter, but in no event less than ten (10) days from the date the Agreement is terminated. If CLIENT does not make the election within such five-day (5-day) period, paragraph 33(a) will apply.

MISCELLANEOUS

33. Survival of Certain Provisions: Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination or non-renewal.

34. Amendments: No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties.

35. Severability: Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

36. Complete Agreement: This Agreement, the exhibits attached hereto, and the provisions on the STAFFING FIRM Timesheet Agreement, contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings relating to the subject matter hereof.

37. Successors and Assigns: The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

38. Headings: The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

39. Waiver: The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

40. Transferability: Neither party shall transfer or assign this Agreement without the written consent of the other party.

41. Ambiguities: The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

REMEDIES

42. This Agreement shall not affect or alter either party's rights to seek legal or equitable relief, including but not limited to injunctive relief or specific performance, in the event of a breach or threatened breach by the other party.

43. Intentionally left blank.

44. Indemnifications:

a. STAFFING FIRM shall defend, indemnify, and hold harmless CLIENT, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by STAFFING FIRM, or STAFFING FIRM's agents, officers, or employees. STAFFING FIRM's obligation to defend, indemnify, and hold CLIENT, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. STAFFING FIRM's obligation under this provision extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of STAFFING FIRM, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. STAFFING FIRM's obligation under this provision also extends to any claim asserted against CLIENT by an Assigned Employee for benefits, damages, contributions, or penalties under any employee benefit plan, including but not limited to the California Public Employees Retirement System (CalPERS), fringe benefit plan, or personnel policy sponsored and maintained by CLIENT, whether or not such plans exclude Assigned Employees from coverage and whether or not Assigned Employees are ever found to constitute common-law employees of CLIENT.

STAFFING FIRM's obligation to defend, indemnify, and hold CLIENT, its agents, officers, and employees harmless under this section is not limited to, or restricted by, any requirement in this Agreement for STAFFING FIRM to procure and maintain a policy of insurance.

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

c. The parties agree that this paragraph 46 is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. In the event that CLIENT and STAFFING FIRM are adjudged to be both partially at fault in any proceeding giving rise to an award of actual damages by a third party against both of them, CLIENT and STAFFING FIRM agree to bear responsibility for the resulting damages equal to their respective proportionate share of fault.

d. As a condition precedent to indemnification hereunder, the parties each agree to inform the other within 2 business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

45. Disclaimer of STAFFING FIRM Liability: STAFFING FIRM expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from:

a. CLIENT's failure to supervise, control, or safeguard premises, processes, or systems; or, without STAFFING FIRM's express prior written approval, entrusting Assigned Employees with cash, checks, credit cards, merchandise, negotiable instruments, or other valuables. The term "valuables" shall not include any office equipment, including but not limited to computers, calculators, desk sets, typewriters, phones, fax machines, copiers, televisions, radios, cameras, or other audio-video equipment found in offices or conference rooms, regardless of whether owned by CLIENT or by its officers, agents, or employees.

b. CLIENT shall not permit Employees to use any vehicle or mobile equipment, regardless of ownership, in connection with the performance of services for CLIENT.

c. Promises of increased compensation made by CLIENT to Assigned Employees.

d. Claims by any person relating to any CLIENT product or service.

e. CLIENT's making substantial changes in the Assigned Employee's job duties or risks without STAFFING FIRM's prior written approval.

f. Claims by any person based on allegations that CLIENT's business activities damaged the environment.

g. The conduct of CLIENT's officers, employees, and agents.

h. Failure by CLIENT to provide Assigned Employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.

46. Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to any conflicts of law principles thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by STAFFING FIRM and CLIENT on the dates set forth below.

CLIENT

STAFFING FIRM

Signature

Signature

Printed Name

Printed Name

Date

Title

Date

EXHIBIT A

BENEFITS AGREEMENT AND WAIVER

In consideration of my assignment to any CLIENT by Sierra Employment Services, Inc. (STAFFING FIRM), I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits. I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

ASSIGNED EMPLOYEE

STAFFING FIRM

Signature

Signature

Printed Name

Printed Name

Date

Title

Date

EXHIBIT B

ASSIGNED EMPLOYEE CONFIDENTIALITY AGREEMENT

As a condition of my assignment by Sierra Employment Services, Inc. to any CLIENT, I hereby acknowledge and agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or that I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances shall I remove copies or documents from the premises of CLIENT.

I understand that I shall be responsible for any direct or consequential damages resulting from any violation of this agreement.

I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

The obligations of this Agreement shall survive my employment by Sierra Employment Services, Inc.

Assigned Employee

Witness

Signature

Signature

Printed Name

Printed Name

Date

Date

EXHIBIT C

ASSIGNMENT OF COPYRIGHT AND PATENTS

In connection with my assignment to provide services to CLIENT, I agree that any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work I perform while providing services to CLIENT, or relating to matters disclosed to me by CLIENT in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by me, solely or jointly with others, during the term of my assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign on said discoveries and/or inventions. I shall, during any assignment to CLIENT or at any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon. I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

Assigned Employee

Witness

Signature

Signature

Printed Name

Printed Name

Date

Date



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 26, 2021

FROM: Scott Armstrong

SUBJECT: Approve Info-Tech Research Group Contract

RECOMMENDED ACTION:

Request Board: A) declare Info-Tech Research Group, Inc., of Las Vegas, NV a sole-source provider of Information Technology Improvement Services; B) ratify and approve the contract between the County of Inyo and Info-Tech Research Group, Inc., of Las Vegas, NV for the provision of continuing Information Technology Improvement Services in an amount not to exceed \$28,524 (\$14,262 annually) for the period of October 1, 2021 through September 30, 2023 contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Information Services (IS), a department of 12 people, is responsible for the purchase, implementation, installation, configuration and support of all County information technology infrastructure, equipment, systems, software applications and services. IS also provides end-user support for the more than 450 employees at several locations throughout the County. We manage and support approximately 500 computer workstations, nearly 80 servers, more than 30 network switches, 20 point-to-point network links, nearly two dozen full-time VPN connections, approximately 50 networked copiers, more than 200 networked printers, and all County-owned desk phones and cell phones.

With responsibilities this broad, it is important for IS to continually look for opportunities to improve the delivery of our services and streamline our operational processes. Info-Tech Research Group is an established IT consulting organization that has been working with IS toward strategic, continuous improvement so that our team can provide better services and support for the County. Info-Tech also assists IS in developing necessary IT-related policies and strategies, and provides contemporary training on IT operations and service delivery. Additional services as part of this agreement include technical advisory services, and an evaluation of the IS Director's performance and effectiveness based on input from other Inyo County Department Heads. The continuation of this contract will engage the entire IS department, and we are expecting to continue to realize time savings in our daily operations as well as improved service delivery.

Sole-source justification: The original contract was awarded based on competitive responses to an RFP in 2019, and the continuation of this contract will make use of "prior experience of a highly specialized nature" as part of the follow-up CIO and Business Vision Diagnostic exercise to provide consistency in evaluating input and recommending strategic solutions.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This is a continuation of a two-year contract for services initially approved on September 17, 2019 (Agenda Item #17).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve and award this contract to Info-Tech Research Group, Inc., but this is not recommended, as this engagement will help us continue to improve our internal operations and become more efficient in our delivery of services.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for the first year of this two-year contract is approved in the Information Services FY2021-2022 budget (011801) in the Professional Services object code (5265).

ATTACHMENTS:

1. Info-Tech - Inyo County Contract

APPROVALS:

Scott Armstrong	Created/Initiated - 10/15/2021
Darcy Ellis	Approved - 10/15/2021
Marshall Rudolph	Approved - 10/15/2021
Aaron Holmberg	Approved - 10/15/2021
Amy Shepherd	Final Approval - 10/18/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND Info-Tech Research Group Inc., of Las Vegas, NV
FOR THE PROVISION OF Information Technology Improvement **SERVICES****

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Information Technology Improvement services of Info-Tech Research Group Inc. of Las Vegas, NV 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, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

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 October 1, 2021 to September 30, 2023 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of twenty-eight thousand five hundred twenty-four Dollars and no cents (\$ 28,524.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

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 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 all services and work to be performed under this Agreement shall not exceed twenty-eight thousand five hundred twenty-four Dollars and no cents (\$ 28,524.00) (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, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon 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**. 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, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **B** 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 County is to be considered an employee of Contractor. 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, and municipal law, 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. 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.

14. 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.

15. 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 one (21) below.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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-one (21) (Amendment).

21. 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.

22. 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
Information Services Department
168 N. Edwards Street Address
Independendcd, CA City and State

Contractor:

Info-Tech Research Group Inc. Name
3960 Howard Hughes Parkway Address
Las Vegas, NV City and State

23. 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.

#

AGREEMENT BETWEEN COUNTY OF INYO
AND Info-Tech Research Group Inc., of Las Vegas, NV
FOR THE PROVISION OF Information Technology Improvement SERVICES

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

COUNTY OF INYO

By: _____

Type or Print Name

Dated: _____

CONTRACTOR

DocuSigned by:
Ryan Huggett
By: _____
D26A6B29C2E7461...

Ryan Huggett

Type or Print Name

Dated: 12 October 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 Info-Tech Research Group Inc., of Las Vegas, NV
FOR THE PROVISION OF Information Technology Improvement SERVICES**


TERM:

FROM: October 1, 2021 **TO:** September 30, 2023

SCOPE OF WORK:

See attached scope of work.

County of Inyo
Service Proposal



Dianna Bradley
Director of Member Support
dbradley@infotech.com
1-888-670-8889 ext.2714
October 8, 2021

Hi Scott,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at County of Inyo.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at County of Inyo. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Dianna Bradley
Director of Member Support
dbradley@infotech.com
1-888-670-8889 ext.2714

Info-Tech Research Group

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

infotech.com

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: September 30, 2021 || Contract Length: 2-year

Contact: Scott Armstrong

County of Inyo

Product	Description	Quantity	Subtotal	Total
Small Enterprise Advisory Membership	Unlimited analyst calls, full diagnostic access, 1 contract review engagement, 1 software selection engagement	1.00	\$14,261.96	\$14,261.96
Reference Membership	Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	9.00	\$0.00	\$0.00
			Total:	\$14,261.96

All items stated on this document are in USD and is subject to applicable taxes.

Federal Supply Service Authorized Federal Supply Schedule Price List (GSA) - GS-35F-298GA

Payment Terms: Prompt payment terms 0%, Net 30 days

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is subject to the terms of the Federal Supply Schedule for Info-Tech, available online, including s 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities) of the GS-35F-298GA Contract Clause Document.

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of October 15, 2021.

Please return this signed Service Agreement to Info-Tech by DocuSign, email dbradley@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this service agreement and in accordance with the Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

Term Number	Invoice Date	Invoice Amount	Term Start Date	Term End Date	Notes
1	October 1, 2021	\$14,262.00	October 1, 2021	October 1, 2022	Year 1 - Will invoice upon receipt of signed contract
2	September 1, 2022	\$14,262.00	October 1, 2022	October 1, 2023	Year 2 - Will invoice Sept 1, 2022

Name _____

Signature _____

Title _____

Date _____

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Info-Tech Research Group Inc., of Las Vegas, NV
FOR THE PROVISION OF Information Technology Improvement **SERVICES****

TERM:

FROM: October 1, 2021 **TO:** September 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment B
to Standard County Contract No. 113
Insurance Requirements for IT Vendor Services

IT Vendor 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 Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance 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.

(Not required if consultant provides written verification it has no employees)

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the 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 the County.

Except for the Consultant’s Indemnification obligations related to: (1) breach of confidentiality; (2) third party intellectual property infringement; and, (3) bodily injury and property damage; to the fullest extent permissible by applicable law, notwithstanding anything to the contrary herein, the maximum amount that Consultant or its related entities, suppliers, sub-contractors, agents or distributors is liable to the County of Inyo for under this Agreement, for any reason whatsoever, including negligence, is Two Million Dollars (\$2,000,000USD). The parties acknowledge that Consultant has set its prices and entered into this agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties.

Other Insurance Provisions

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

Additional Insured Status

The 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 Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Vendor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Vendor'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 the County.**

Waiver of Subrogation

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

Self-Insured Retentions

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

Claims Made Policies

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

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

Verification of Coverage

Vendor shall furnish the 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 County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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.



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
County of Inyo	Info-Tech Research Group Inc.
168 N. Edward St.	345 Ridout Street
Independence CA	London ON
POSTAL CODE 93526	POSTAL CODE N6A 2N8

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
 Information Technology research and advice and any other computer related services provided for others

See Attached...

4. COVERAGES
 This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	Victor Insurance Managers Inc. TGL562455	2020/12/03	2022/12/03	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		
				- EACH OCCURRENCE	5,000	5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		5,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		5,000,000
				MEDICAL PAYMENTS		5,000/Person
				TENANTS LEGAL LIABILITY	5,000	500,000
				POLLUTION LIABILITY EXTENSION		
				Contractual Liability		Included
				Employer's Liability		5,000,000
				<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	Victor Insurance Managers Inc. TGL562455	2020/12/03
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
	BODILY INJURY (PER PERSON)					
	BODILY INJURY (PER ACCIDENT)					
	PROPERTY DAMAGE					
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
	AGGREGATE					
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)
Arthur J. Gallagher Canada Limited	County of Inyo
250 York Street, Suite 400	168 N. Edward St.
London ON	
POSTAL CODE N6A6K2	
BROKER CLIENT ID:	Independence CA
	POSTAL CODE 93526

8. CERTIFICATE AUTHORIZATION			
ISSUER Arthur J. Gallagher Canada Limited	CONTACT NUMBER(S)		
AUTHORIZED REPRESENTATIVE Arthur J. Gallagher Canada Limited	TYPE Phone	NO. 519-646-5800	TYPE NO.
	TYPE Fax	NO. 519-646-5812	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE 2021/10/08	EMAIL ADDRESS Carol_Andrew@ajg.com	

DESCRIPTIONS Continued.

Named Insured:

INFO-TECH RESEARCH GROUP INC.(CANADA);
INFO-TECH RESEARCH GROUP INTERNATIONALINC.;
INFO-TECH RESEARCH GROUP INC. (DELAWARE);
MCLEAN & COMPANY, A DIVISION OF INFO-TECH RESEARCH GROUP INC.;
SOFTWAREREVIEWS.COM INC.;
INFO-TECH RESEARCH GROUP PTY LTD.

The certificate holder is added as an additional insured to the Commercial General Liability Coverage Policy, but only with respect to liability arising out of operations carried out by or on behalf of the Named Insured, excluding any automobile liability.

Waiver of Subrogation in favour of County of Inyo, its officers, officials, employees, and volunteers is included

Primary/Non-Contributory Clause - Included



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
County of Inyo	Info-Tech Research Group Inc.
168 N. Edward St.	345 Ridout Street
Independence CA	London ON
POSTAL CODE 93526	POSTAL CODE N6A 2N8

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
Information Technology research and advice and any other computer related services provided for others.

See Attached...

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)			
				COVERAGE	DED.	AMOUNT OF INSURANCE	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> WAIVER OF SUBROGATION <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>				COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE			
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE			
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY			
				MEDICAL PAYMENTS			
				TENANTS LEGAL LIABILITY			
				POLLUTION LIABILITY EXTENSION			
<input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES				NON-OWNED AUTOMOBILES			
				HIRED AUTOMOBILES			
				BODILY INJURY AND PROPERTY DAMAGE COMBINED			
				BODILY INJURY (PER PERSON)			
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY (PER ACCIDENT)			
				PROPERTY DAMAGE			
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE			
				AGGREGATE			
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Errors and Omissions <input checked="" type="checkbox"/> Cyber	Victor Insurance Managers Inc. TIP562455	2020/12/03	2022/12/03	Per Claim/Aggregate	100,000	5,000,000	
						5,000,000	

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)
Arthur J. Gallagher Canada Limited	
250 York Street, Suite 400	
London ON	
POSTAL CODE N6A6K2	
BROKER CLIENT ID:	POSTAL CODE

8. CERTIFICATE AUTHORIZATION

ISSUER Arthur J. Gallagher Canada Limited	CONTACT NUMBER(S) TYPE Phone NO. 519-646-5800 TYPE NO. TYPE Fax NO. 519-646-5812 TYPE NO.
AUTHORIZED REPRESENTATIVE Arthur J. Gallagher Canada Limited	
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Carol Andrew</i>	DATE 2021/10/08 EMAIL ADDRESS Carol_Andrew@ajg.com

DESCRIPTIONS Continued.

Named Insured:

INFO-TECH RESEARCH GROUP INC.(CANADA);
INFO-TECH RESEARCH GROUP INTERNATIONALINC.;
INFO-TECH RESEARCH GROUP INC. (DELAWARE);
MCLEAN & COMPANY, A DIVISION OF INFO-TECH RESEARCH GROUP INC.;
SOFTWAREREVIEWS.COM INC.;
INFO-TECH RESEARCH GROUP PTY LTD.

The Insurance afforded is subject to the Terms, Conditions, and Exclusions of the Policy(s) above cited. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Thomas Lucas</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 630-285-3518</td> <td>FAX (A/C. No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Thomas_Lucas@ajg.com</td> </tr> </table>	CONTACT NAME: Thomas Lucas		PHONE (A/C. No. Ext): 630-285-3518	FAX (A/C. No):	E-MAIL ADDRESS: Thomas_Lucas@ajg.com									
CONTACT NAME: Thomas Lucas															
PHONE (A/C. No. Ext): 630-285-3518	FAX (A/C. No):														
E-MAIL ADDRESS: Thomas_Lucas@ajg.com															
INSURED Info Tech Research Group, Inc. 3960 Howard Hughes Pkwy, S#500 Las Vegas NV 89169	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : The Travelers Indemnity Company of CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Company of CT	25682	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 509548791** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

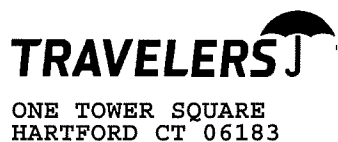
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB1N522742	2/2/2021	2/2/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																		
E.L. EACH ACCIDENT		\$ 1,000,000																	
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																	
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Inyo 168 N. Edwards St. Independence CA 93526	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-1N522742-20-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Agenda

County of Inyo Capital Asset Leasing Corporation

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

October 26, 2021

- 11:30 a.m.**
- A) **Election of Officers** – *The Corporation will elect a President, Secretary and Treasurer for the Corporation.*
 - B) **Approval of Minutes** – *The Corporation will consider approval of the October 27, 2020 Capital Asset Leasing Corporation meeting minutes.*
 - C) **Financial Report** – *Inyo County Treasurer-Tax Collector Alisha McMurtrie will present a Financial Report on the Corporation.*
 - D) **Adjourn** – *The President will adjourn the meeting. (The Board of Supervisors Chairperson will then reconvene the Board meeting.)*

MINUTES

County of Inyo CAPITAL ASSET LEASING CORPORATION

October 27, 2020

The Board of Directors of the Capital Asset Leasing Corporation of the County of Inyo, State of California, met at the hour of 12:05 p.m., on October 27, 2020, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Supervisors Dan Totheroh, Jeff Griffiths, Rick Pucci, and Matt Kingsley. Absent: Mark Tillemans.

Election of
Officers

Chairperson Kingsley recessed the Board of Supervisors meeting at 12:02 p.m., to convene as the Capital Asset Leasing Corporation to conduct the Corporation's Annual Meeting. He turned the meeting over to the Capital Asset Leasing Corporation president, Rick Pucci, who called for nominations for President, Secretary, and Treasurer for 2020-2021.

Moved by Director Kingsley and seconded by Director Griffiths to nominate and re-elect Director Pucci as President, to nominate and elect Director Griffiths as Treasurer, and to nominate and elect Director Totheroh as Secretary. Motion carried unanimously 4-0, with Director Tillemans absent.

Minute Approval

Moved by Director Griffiths and seconded by Director Totheroh to approve the minutes of the October 15, 2019 meeting of the Capital Asset Leasing Corporation. Motion carried unanimously 4-0, with Director Tillemans absent.

Financial Update

Inyo County Treasurer-Tax Collector Alisha McMurtrie provided in advance a history of the corporation's activities and an update in lieu of a traditional financial report. She explained that the corporation exists should the County choose to issue debt for financing purposes.

Adjournment

President Pucci adjourned the meeting of the Capital Asset Leasing Corporation at 12:07 p.m.

President, Inyo County Capital Asset Leasing Corporation

Attest: *Leslie L. Chapman*
Clerk of the Board

by: _____
Darcy Ellis, Assistant



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

ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

Inyo County Capital Asset Leasing Corporation
Annual Financial Report
For the meeting of
October 26, 2021

History:

In 1990, the Inyo County Capital Asset Leasing Corporation (CALC) issued Certificates of Participation (COPs) in the total amount of \$5,000,000.00 for the primary purpose of financing a new County Jail and Juvenile Detention Facility. In 1999, the County paid down the outstanding COP principal by \$900,000.00, and issued refunding COPs in the amount of \$2,940,000.00 in order to take advantage of lower interest rates, and thereby reduce the County's interest costs and annual debt (lease) payments. The County posted Assessor's Parcel Number 002-133-02 (new County Jail land and improvements) as collateral on the 1999 Refunding COPs.

Cash Assets:

On February 1, 2011, the final payment on the financing for the County Jail and Juvenile Facility was made, effectively bringing the Reserve fund to a zero balance and closing the account. There are currently no cash assets.

Current Standing:

The Capital Asset Leasing Corporation currently has no issuances. The Corporation remains in effect and positioned to provide services for any future debt service financing the County may enter into.

Please note that the new Consolidated Office Building was not financed through the CALC. This Corporation is for issuing debt and the County of Inyo did not issue debt to finance the building.

Bond Rating:

Over the life of the financing, Moody's Investor Service rated the County's 1999 Refunding COPs at Baa1. This rating has since been reaffirmed. This issue was discussed at a Financial Advisory Committee meeting and the previous County Administrator indicated that the County was going to seek an updated financial review and obtain a current rating. I am not aware of the status of that update.

Prepared by: Alisha McMurtrie, Treasurer-Tax Collector